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February 24, 1988

FEB 24 1988 3:20 PM

INTERSTATE COMMERCE COMMISSION

3769-6

Ms. Noreta McGee, Secretary
Interstate Commerce Commission
Twelve Street and Constitution Avenue N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee
Room 2303

Dear Ms. McGee:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Mortgage and Security Agreement (the "Mortgage"), a primary document, dated February 24, 1988. The names and addresses of the parties to the document are as follows:

Mortgagor: Cajun Electric Power Cooperative, Inc.
10719 Airline Highway
Baton Rouge, Louisiana 70816

Mortgagees: United States of America
Rural Electrification Administration
United States Department of Agriculture
14th and Independence Avenue, S.W.
Washington, D.C. 20250

2/24/88
13.00
ICC Washington, D.C.

*ADMITTED IN MISSISSIPPI
**ADMITTED IN LOUISIANA AND MISSISSIPPI
ALL OTHERS ADMITTED IN LOUISIANA

Ms. Noreta McGee
February 24, 1988
Page 2

Jackson Bank for Cooperatives
1800 East County Line Road
Jackson, Mississippi 39157

Included in the property covered by the Mortgage are railroad cars intended for use related to interstate commerce, or interests therein, owned by Cajun Electric Power Cooperative, Inc. at the date of such Mortgage or thereafter acquired by it or its successors as owners of the railroad cars covered by the Mortgage, including 848 hopper cars bearing designation "CEPX" and the following registration numbers, respectively: 0100, 0150, 0175, 0200, 0250, 0225, 0275, 0300, 0325, 0350, 1000, 1002 through 1018, inclusive, 1020, 1022 through 1027, inclusive, 1029 through 1078, inclusive, 1080 through 1102, inclusive, 1104 through 1131, inclusive, 1133 through 1135, inclusive, 1138 through 1191, inclusive, 1193 through 1194, inclusive, 1196 through 1217, inclusive, 1219 through 1242, inclusive, 1245 through 1259, inclusive, 1261 through 1278, inclusive, 1280 through 1288, inclusive, 1290 through 1292, inclusive, 1294 through 1299, inclusive, 1301 through 1305, inclusive, 1307 through 1334, inclusive, 1336 through 1352, inclusive, 1354 through 1386, inclusive, 1388 through 1405, inclusive, 1407 through 1444, inclusive, 1446 through 1465, inclusive, 1467, 1469 through 1483, inclusive, 1485, 1487 through 1606, inclusive, 1608, 1610 through 1627, inclusive, 1629 through 1642, inclusive, 1644 through 1648, inclusive, 1650 through 1685, inclusive, 1687 through 1711, inclusive, 1713 through 1731, inclusive, 1733 through 1739, inclusive, 1741 through 1745, inclusive, 1747 through 1814, inclusive, and 1816 through 1877, inclusive.

A check of this firm for not over ^{13.00}~~\$25.00~~ is enclosed to cover filing fees. Please return the original and any extra copies not needed by the Commission for recordation to Robert M. Walmsley, Jr. at the New Orleans address stated on the letterhead.

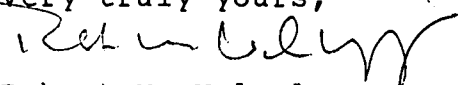
A short summary of the document to appear in the index follows:

A Supplemental Mortgage and Security Agreement among Cajun Electric Power Cooperative, Inc., 10719 Airline Highway, Baton Rouge, Louisiana 70816, as Mortgagor, and the United States of America, Rural Electrification Administration, United States Department of Agriculture, 14th and Independence Ave., S.W., Washington, D.C. 20250 and the Jackson Bank for Cooperatives, 1800 East County Line Road, Jackson, Mississippi, 39157, as Mortgagees, dated February 24, 1988 and covering all railroad cars owned by Cajun

Ms. Noreta McGee
February 24, 1988
Page 3

Electric Power Cooperative, Inc. on the date of the Supplemental Mortgage and Security Agreement or thereafter acquired by it or its successors, including 848 hopper cars bearing the designation "CEPX". ✓

Very truly yours,


Robert M. Walmsley, Jr.,
Attorney for Mortgagor

Interstate Commerce Commission

Washington, D.C. 20423

2/24/88

OFFICE OF THE SECRETARY

Robert M. Walmsley, Jr.
Phelps, Dunbar, Marks, Claverie & Sims
Texaco Center 400 Poydras St.
New Orleans, Louisiana 70130

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/24/88 at 3:20pm, and assigned recordation number(s). 15509

Sincerely yours,

Norita L. McGee

Secretary

Enclosure(s)

2/22/88

SUPPLEMENTAL MORTGAGE
AND SECURITY AGREEMENT
DATED AS OF FEBRUARY 24, 1988
BY AND AMONG
CAJUN ELECTRIC POWER COOPERATIVE, INC.,
UNITED STATES OF AMERICA and
JACKSON BANK FOR COOPERATIVES

RECORDATION No. 5509 Filed & Recorded

FEB 24 1988 3:20 PM

INTERSTATE COMMERCE COMMISSION

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EXHIBITS

A Mortgage Notes

B Mortgaged Property

Schedule 1 to Exhibit B

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This Table of Contents is furnished for convenience of reference only, is not intended to be filed for record, and is not a part of the attached Supplemental Mortgage and Security Agreement.

SUPPLEMENTAL MORTGAGE
AND SECURITY AGREEMENT

DATED AS OF FEBRUARY 24, 1988
BY AND AMONG

CAJUN ELECTRIC POWER COOPERATIVE,
INC.

UNITED STATES OF AMERICA and

JACKSON BANK FOR COOPERATIVES
(formerly New Orleans Bank for
Cooperatives)

UNITED STATES OF AMERICA

DISTRICT OF COLUMBIA

BE IT KNOWN, that on
February 23, 1988

BEFORE ME, the undersigned Notary Public in and for the District of Columbia, duly commissioned and qualified, and in the presence of the witnesses hereafter named and undersigned.

PERSONALLY CAME AND APPEARED:

CAJUN ELECTRIC POWER COOPERATIVE, INC. (hereinafter called the "Mortgagor"), a corporation duly organized and existing under and by virtue of the laws of the State of Louisiana, domiciled at Baton Rouge, Louisiana, in the Parish of East Baton Rouge, State of Louisiana, herein represented by M.W. Scanlan, Jr., its President, and Elmer J. Poss, its Secretary, fully and duly authorized to act herein under and by virtue of a resolution of the Board of Directors of the Mortgagor, a duly certified copy of which is annexed hereto and made a part hereof, United States of America (hereinafter called the "Government"), acting through the Administrator of the Rural Electrification Administration (hereinafter called the "Administrator"), herein represented by Jack Van Mark, Acting Administrator, fully and duly authorized to act herein under and by virtue of authority granted under 7 U.S.C. § 901 et seq., and JACKSON BANK FOR COOPERATIVES, formerly the New Orleans Bank for Cooperatives (hereinafter called "Bank"), a corporation existing under the laws of the United States of America (the Government and Bank being hereinafter sometimes collectively called the "Mortgagees"), the Bank being herein represented by Gary D. Dorminey, Senior Vice President, fully and duly authorized to act herein under and by virtue of resolutions, a duly certified copy of which is annexed hereto and made a part hereof.

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Government, or has assumed the payment of certain mortgage notes all payable in installments to or to the order of, or obligating the Mortgagor otherwise to, the Government, which mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the twentieth recital hereof (hereinafter called the "Instruments Recital") are now outstanding and held by the Government, all of which

Outstanding REA Notes evidence indebtedness created by loans made to a third party by the Government pursuant to the Rural Electrification Act of 1936, as amended, including without limitation the amendment thereof of May 11, 1973 by P.L. 93-32 (7 U.S.C. 901 et seq., such Act, as so amended, being hereinafter called the "Act") and assumed by the Mortgagor or loans made or guaranteed by the Government pursuant to (a) the Act and (b) the loan contract or amending loan contract or, where applicable, a contract under which the Government, pursuant to the Act, guaranteed the repayment by the Mortgagor of a loan or loans, such loan or amending loan contract being identified in the Instruments Recital under the heading of "Prior REA Loan Agreement" (said loan or amending loan contract, as it may have been heretofore amended or supplemented prior to the date hereof, and including the contracts of guarantee identified in the Instruments Recital under the heading of "Contracts of Guarantee", being hereinafter called the "Prior REA Loan Agreement"; and the Prior REA Loan Agreement and any amendments or supplements thereto as may hereafter be made from time to time and including all contracts, to which the Mortgagor and the Government, acting through the Administrator, shall be parties, under which the Government shall guarantee, pursuant to the Act, the repayment by the Mortgagor of a loan or loans made by a third party or parties to the Mortgagor being hereinafter collectively called the "REA Loan Agreement"); and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Bank, certain mortgage notes all payable in installments to or to the order of the Bank, which mortgage notes (identified in the Instruments Recital as and hereinafter called, respectively, the "Outstanding Bank Class II Notes" and the "Outstanding Bank Class IIA Notes") are now outstanding and held by the Bank, all of which Outstanding Bank Class II Notes and Outstanding Bank Class IIA Notes hereinafter collectively called the "Outstanding Bank Notes") evidence indebtedness created by loans made by the Bank pursuant to loan agreements between the Mortgagor and the Bank identified in the Instruments Recital as the "Existing Bank Loan Agreements" (such loan agreements as they may from time to time be hereafter amended or supplemented as approved by the Government being hereinafter collectively called the "Bank Loan Agreement" and, together with the REA Loan Agreement hereinafter collectively called the "Loan Agreements"); and

WHEREAS, the Outstanding REA Notes and the Outstanding Bank Notes are secured by the security instruments (hereinafter collectively called the "Existing Mortgage") made by the Mortgagor to the Mortgagees and identified in the Instruments Recital; and

WHEREAS, pursuant to the Act and other applicable law, the Administrator is authorized to amend, supplement, consolidate and restate the Existing Mortgage as herein provided; and

WHEREAS, the parties to the Existing Mortgage and this Supplemental Mortgage and Security Agreement desire to amend, supplement, consolidate and restate each of the instruments constituting the Existing Mortgage in its entirety; and

WHEREAS, the parties to the Existing Mortgage and this Supplemental Mortgage and Security Agreement desire that the lien of the Existing Mortgage be preserved and continue as modified by the lien of this Supplemental Mortgage and Security Agreement;

NOW, THEREFORE, this Supplemental Mortgage and Security Agreement

WITNESSETH:

That each of the instruments constituting the Existing Mortgage is hereby amended, supplemented and consolidated to read in its entirety from and after the date of execution of this Supplemental Mortgage and Security Agreement (the Existing Mortgage, as amended, supplemented and consolidated hereby, being herein called "this Mortgage") as follows:

WHEREAS, the Mortgagor will duly authorize, execute, and deliver to the Government, its mortgage note or notes (identified in the Instruments Recital and hereinafter called the "Current REA Note"), to be paraphed "Ne Varietur" by me, Notary, for identification with this act to more particularly evidence indebtedness owed by the Mortgagor to the Government by reason of the Government's payments on behalf of the Mortgagor of amounts owing with respect to certain loans made to the Mortgagor and, at Mortgagor's request, guaranteed by the Government, evidenced by certain Outstanding REA Notes listed in Section C of Exhibit A hereto.

WHEREAS, pursuant to Section 306A of the Act, the Mortgagor has determined to prepay in part certain loans or certain advances heretofore made on account of such loans made by the Federal Financing Bank and guaranteed by the Government which are evidenced by certain of the Outstanding REA Notes identified in the Instruments Recital as, and hereinafter called, the "Prepaid FFB Notes"; and

WHEREAS, the Mortgagor, in accordance with 7 CFR 1786 Part 7, has authorized, and will execute and deliver substitute notes identified in the Instruments Recital as, and hereinafter called, the "Substitute FFB Notes", to be paraphed "Ne Varietur" by me, Notary, for identification with this act, which will evidence the obligation to pay amounts owed under the Prepaid FFB Notes subsequent to the above-referenced prepayment and will be in substitution for the Prepaid FFB Notes and which obligate the Mortgagor otherwise to the Government; and

WHEREAS, in order to obtain funds to prepay in part the Prepaid FFB Notes, the Mortgagor has determined to borrow additional funds and accordingly has duly authorized, and will execute and deliver thirteen notes identified in the Instruments Recital as, and hereinafter called, the "REA Guaranteed Private Lender Notes", to be paraphed "Ne Varietur" by me, Notary, for identification with this act, payable to the order of First Interstate Bank of Arizona, N.A. as Trustee (hereinafter called the "Trustee") and obligating the Mortgagor otherwise to the Government; and

WHEREAS, the repayment of the Substitute FFB Notes by the Mortgagor will continue to be guaranteed by the Government, acting through the Administrator, pursuant to the Act under the terms of the Amended and Restated Loan Commitment Agreement, dated as of September 24, 1987, as it may have been heretofore amended, between the Federal Financing Bank and the Government; and

WHEREAS, the repayment of the REA Guaranteed Private Lender Notes by the Mortgagor will be guaranteed by the Government acting through the Administrator pursuant to the Act and under the terms of the Loan Guarantee and Servicing Agreement, dated as of February 15, 1988 among the Government, the Bank, the Mortgagor and the Trustee; and

WHEREAS, the REA Loan Agreement shall include, without limitation, the Amended and Restated Loan Commitment Agreement, dated as of September 24, 1987, as it may have been heretofore amended between the Federal Financing Bank and the Government and the Loan Guarantee and Servicing Agreement referred to immediately above; and

WHEREAS, it is contemplated that the Outstanding REA Notes, including the Prepaid FFB Notes, shall be secured hereby, as well as additional notes and refunding, renewal and substitute notes, including the Current REA Note, the Substitute FFB Notes and the REA Guaranteed Private Lender Notes, (such additional, refunding, renewal and substitute notes and the Current REA Note, Substitute FFB Notes and REA Guaranteed Private Lender Notes being hereinafter collectively called the "Additional REA Notes") which may from time to time be executed and delivered by the Mortgagor to evidence indebtedness created by loans made or guaranteed by the Government pursuant to the Act, as hereinafter provided, which Additional REA Notes shall include, without limitation, the "Additional REA Assumption Notes" identified in the Instruments Recital upon the Government's approval of Mortgagor's assumption of the payment of said notes (the Outstanding REA Notes, including the Prepaid FFB Notes and any Additional REA Notes being hereinafter collectively called the "REA Notes"); and

WHEREAS, pursuant to Article V, Section 9 of this Mortgage, as to any of the REA Notes which evidence a loan or loans guaranteed pursuant to the Act, the Government, and not the guaranteed lender or lenders, shall have the rights of noteholder (as noteholder is hereinafter defined) hereunder; and

WHEREAS, it is contemplated that the Outstanding Bank Class II Notes shall be secured hereby, as well as such additional notes and renewal, refunding and substitute notes which may from time to time be executed and delivered by the Mortgagor to evidence indebtedness created by loans made by the Bank with respect to which the Government shall give prior written approval to be secured as Bank Class II Notes pursuant to Section 1 of Article 1 of this Mortgage (such renewal, refunding, substitute and additional notes being hereinafter collectively called the "Additional Bank Class II Notes"; the Outstanding Bank Class II Notes and any Additional Bank Class II Notes being hereinafter collectively called the "Bank Class II Notes"; and the holder or holders of any of the Bank Class II Notes being hereinafter called the "Bank Class II noteholder(s)"); and

WHEREAS, it is contemplated that the Outstanding Bank Class IIA Notes shall be secured hereby up to the amounts specified in the Instruments Recital, as well as such additional notes and renewal, refunding and substitute notes which may from time to time be executed and delivered by the Mortgagor to evidence indebtedness created by loans made by the Bank with respect to which the Government shall give prior written approval to be secured as Bank Class IIA Notes pursuant to Section 1 of Article I of this Mortgage, (such renewal, refunding, substitute and additional notes being hereinafter collectively called "Additional Bank Class IIA Notes"; the Outstanding Bank Class IIA Notes and any Additional Bank Class IIA Notes being hereinafter collectively called the "Bank Class IIA Notes"; the holder or holders of any of the Bank Class IIA Notes being hereinafter called the "Bank Class IIA noteholder(s)"; and

WHEREAS, the Additional Bank Class II Notes and the Additional Bank Class IIA Notes are hereinafter collectively called the "Additional Bank Notes"; and the Outstanding Bank Class II Notes, the Outstanding Bank Class IIA Notes and the Additional Bank Notes are hereinafter collectively called the "Bank Notes"; and

WHEREAS, the Additional REA Notes and the Additional Bank Notes are hereinafter collectively called the "Additional Notes", and the REA Notes and the Bank Notes are hereinafter collectively called the "notes"; and

WHEREAS, the instruments referred to in the preceding recitals and the Maximum Debt Limit referred to in article I, section 1 hereof are hereby identified as follows:

INSTRUMENTS RECITAL

"Prior REA Loan Agreement", originally dated as of September 11, 1964, as heretofore amended.

"Contracts of Guarantee":

- (1) Amended and Restated Loan Commitment Agreement between the Government and the Federal Financing Bank dated as of September 24, 1987 and prior agreements subsumed therein;
- (2) Loan Guarantee Agreement dated February 18, 1977, as it may heretofore have been amended among the Mortgagor, the Government and the Bank;
- (3) Loan Guarantee Agreement dated April 7, 1980, as it may heretofore have been amended among the Mortgagor, the Government and the Bank;
- (4) Loan Guarantee Agreement dated March 7, 1984 as it may heretofore have been amended, among the Mortgagor, the Government and the Bank covering a \$65,000,000 loan guarantee;

- (5) Loan Guarantee Agreement dated March 7, 1984, as it may heretofore have been amended, among the Mortgagor, the Government and the Bank covering a \$150,000,000 loan guarantee;

"Existing Bank Loan Agreements":

- (1) Loan Agreement T-4681, dated as of April 7, 1977, as heretofore amended, between the Mortgagor and the Bank.
- (2) Loan Agreement T-5194, dated as of February 20, 1980, as heretofore amended, between the Mortgagor and the Bank.
- (3) Loan Agreement T-4679, dated as of April 7, 1977, as heretofore amended, between the Mortgagor and the Bank.
- (4) Loan Agreement T-5887, dated as of March 7, 1984, as heretofore amended, between the Mortgagor and the Bank.
- (5) Loan Agreement T-5886, dated as of March 7, 1984, as heretofore amended, between the Mortgagor and the Bank.
- (6) Loan Agreement T-5897, dated March 7, 1984, as heretofore amended, between the Mortgagor and the Bank.
- (7) Reimbursement Agreement, dated as of June 30, 1983, as heretofore amended, between the Mortgagor and the Bank. (Clorox)
- (8) Reimbursement Agreement, dated as of July 7, 1983, as heretofore amended, between the Mortgagor and the Bank. (Kodak)

"Outstanding REA Notes" (including Prepaid FFB Notes):

(1) Thirty-four (34) certain outstanding notes in an aggregate principal amount of \$3,883,492,650.22, all of which will finally mature on or before December 31, 2021 as more specifically described in Exhibit A which is attached hereto and incorporated herein for all purposes;

(2) "Prepaid FFB Notes":

Seven (7) certain notes described under items 1 through 7, inclusive, of Section C of Exhibit A, to be prepaid in part from the proceeds of the REA Guaranteed Private Lender Notes; and

"Current REA Note":

The demand note dated February 25, 1988 payable to the Government in the principal amount of \$43,176,230.30.

"Substitute FFB Notes":*

Seven notes to be issued by the Mortgagor payable to the Federal Financing Bank ("FFB") and guaranteed by the Government evidencing the Mortgagor's obligation to pay amounts owing subsequent to the partial prepayment of the Prepaid FFB Notes with the proceeds from the REA Guaranteed Private Lender Notes.

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dated (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>Project Identification Numbers</u>
1	FFB	\$400,000,000	2/25/88	12/31/2017	LA 30-B8
2.	FFB	\$312,000,000	2/25/88	12/31/2017	LA 30-C8
3.	FFB	\$ 23,158,000	2/25/88	12/31/2021	LA 30-D8
4.	FFB	\$588,223,000	2/25/88	12/31/2017	LA 30-E8
5.	FFB	\$300,000,000	2/25/88	12/31/2017	LA 30-G8
6.	FFB	\$930,000,000	2/25/88	12/31/2019	LA 30-H8
7.	FFB	\$495,000,000	2/25/88	12/31/2016	LA 30-K8

"REA Guaranteed Private Lender Notes":*

Thirteen notes to be issued by the Mortgagor payable to the Trustee, as Trustee of Cooperative Utility Trusts (Cajun Series) 1988-A1 through 1988-A13, inclusive, the repayment of which is guaranteed by the Government, proceeds of the issuance of which are to be applied to the prepayment in part of the Prepaid FFB Notes.

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dated (month/day/year)</u>	<u>Date of Final Maturity (month/day/year)</u>
1.	Trustee	\$ 21,896,000.00	2/25/88	03/04/1993
2.	Trustee	\$ 37,750,000.00	2/25/88	03/04/1998
3.	Trustee	\$440,354,000.00	2/25/88	03/04/2019
4.	Trustee	\$ 8,759,000.00	2/25/88	03/04/1993

* Pursuant to Article V, Section 9 hereof, the Government is the secured party hereunder and has the rights as noteholder as hereinafter defined for purposes of this Mortgage, with respect to the Substitute FFB Notes and the REA Guaranteed Private Lender Notes.

5. Trustee	\$ 15,101,000.00	2/25/88	03/04/1998
6. Trustee	\$176,140,000.00	2/25/88	03/04/2019
7. Trustee	\$ 8,759,000.00	2/25/88	03/04/1993
8. Trustee	\$ 15,101,000.00	2/25/88	03/04/1998
9. Trustee	\$176,140,000.00	2/25/88	03/04/2019
10. Trustee	\$ 6,158,000.00	2/25/88	03/04/1993.
11. Trustee	\$ 10,619,000.00	2/25/88	03/04/1998
12. Trustee	\$123,857,000.00	2/25/88	03/04/2019
13. Trustee	\$ 4,716,236.35	2/25/88	12/04/1988

NOTE: The REA Guaranteed Private Lender Notes will bear interest at the dollar weighted average rate no greater than 10.8251% per annum.

"Additional REA Assumption Notes":

Five (5) certain notes evidencing indebtedness for loans made by the Government to third parties to be assumed by the Mortgagor upon the Government's prior approval thereof, and described as follows:

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dated as of (month/day/year)</u>	<u>Final Maturity Date</u>
1.	United States	\$ 529,000.00	January 1, 1980	September 12, 2012
2.	United States	\$ 896,221.00	January 1, 1980	October 1, 2014
3.	United States	\$1,497,082.00	January 1, 1980	October 18, 2013
4.	United States	\$ 947,435.00	January 1, 1980	November 15, 2008
5.	United States	\$ 407,746.72	January 1, 1980	October 9, 2010

"Outstanding Bank Class II Notes":

Five (5) certain notes issued by the Mortgagor evidencing loans made by the Bank and described as follows:

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Date of Issuance (month/day/year)</u>	<u>Final Maturity Date</u>	<u>Designation</u>
1.	Bank	\$18,000,000.00	4/7/77	12/31/91	NOBC 4679
2.	Bank	\$ 8,400,000.00	4/7/80	12/31/94	NOBC 4679-B
3.	Bank	\$ 3,158,420.70	11/1/85	*	NOBC 4679-D
4.	Bank	\$ 3,900,000.00	2/17/84	10/1/98	NOBC 4679-E
5.	Bank	\$ 9,000,000.00	3/07/84	10/1/98	NOBC 4679-F

* The earlier of June 30, 1995, or seven years from the date of an advance thereunder.

"Outstanding Bank Class IIA Notes":

Two (2) certain notes issued by the Mortgagor evidencing loans made or to be made by the Bank and described as follows:

<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>	<u>Bank Designation</u>	<u>Secured hereunder up to the amount</u>
1. Bank	\$78,960,517.50	1/31/84	*	83-CEP-01 and 83-CEP-02	\$57,000,000
2. Bank	\$35,000,000.00	3/7/84	12/31/89	NOBC 5887	all amounts due thereunder

"Existing Mortgage":

<u>Instrument</u>	<u>Date</u>	<u>Parties</u>
Supplemental Mortgage	1/27/83	Government (as Mortgagee) Bank (as Mortgagee) Mortgagor (as Mortgagor)
Supplement to Supplemental Mortgage	1/31/84	Government (as Mortgagee) Bank (as Mortgagee) Mortgagor (as Mortgagor)

"Maximum Debt Limit" for purposes of article I, section 1 hereof shall be five billion dollars (\$5,000,000,000).

WHEREAS, the Government and the Bank are authorized to enter into this Mortgage; and

WHEREAS, to the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code of any state (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that this Mortgage be regarded as a "security agreement" and as a "financing statement" for said security agreement under the Uniform Commercial Code;

* The earlier of June 30, 1995, or seven years from the date of an advance thereunder.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that, in order to secure equally and ratably the payment of the principal of, premium, if any, and interest on the notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal or premium (except as otherwise specifically provided herein) or as to lien or otherwise of any note over any other note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure equally and ratably the payment of all amounts owing with respect to guarantees of the notes, all amounts owing pursuant to 31 U.S.C. §3701 et seq. and regulations promulgated pursuant thereto, and all costs and expenses incurred by the Mortgagees in connection with the exercise of rights and enforcement of remedies hereunder, including without limitation, all reasonable attorneys fees, and to secure the due performance of the covenants, agreements, and provisions herein and in the Loan Agreements contained, and to declare the terms and conditions upon which such obligations are to be secured, the Mortgagor, in consideration of the premises, has executed and delivered this Mortgage, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged, and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge, grant a security interest and set over, unto the Mortgagees, and their respective assigns, all and singular the following described property and rights (hereinafter sometimes collectively called the "Mortgaged Property"):

I

All right, title and interest of the Mortgagor in and to the electric generating plants and facilities and electric transmission and distribution lines and facilities now owned or hereafter acquired by the Mortgagor, wherever located, including without limitation those located in the Parishes of Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, DeSoto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, Lafayette, Lafourche, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Helena, St. James, St. John the Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn, in the State of Louisiana, or hereafter constructed or acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, machinery, tools, supplies, switching and other equipment, and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith

whether or not in the Mortgagor's actual possession or held by others in storage as bailee or custodian for the Mortgagor;

II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor or electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

III

All right, title and interest of the Mortgagor in; to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, corporation or governmental body or agency providing for the purchase, sale, exchange or transmission of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles heretofore or hereafter acquired by the Mortgagor;

V

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, movable or immovable, corporeal or incorporeal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof to the fullest extent permitted by law as if the same were now owned by the Mortgagor and were specifically described herein;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

VI

The Mortgaged Property specifically shall include, without any limitation to the foregoing whatsoever, the property, rights, contracts, servitudes, rights of use and interests described in Exhibit B to this Mortgage.

Provided, however, that except as hereinafter provided in section 13(b) of article II hereof or as described in Exhibit B hereto, no automobiles, trucks, trailers, tractors or other road vehicles owned or used by the Mortgagor shall be included in the Mortgaged Property.

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagees and their respective assigns forever, to secure equally and ratably the payment of the principal of, premium, if any, and interest on the notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal or premium (except as otherwise specifically provided herein) or as to lien or otherwise of any note over any other note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure equally and ratably the payment of all amounts owing with respect to guarantees of the notes, all amounts owing pursuant to 31 U.S.C. §3701 et seq. and regulations promulgated pursuant thereto, and all costs and expenses incurred by the Mortgagees in connection with the exercise of rights and enforcement of remedies hereunder, including without limitation, all reasonable attorneys fees, and to secure the due performance of the covenants, agreements and provisions herein and in the Loan Agreements contained, and for the uses and purposes and upon the terms, conditions, provisions and agreements hereinafter expressed and declared.

ARTICLE I

ADDITIONAL NOTES

SECTION 1. Additional Notes. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time (1) execute and deliver one or more Additional REA Notes to evidence indebtedness created by loans made or guaranteed by the Government, acting through the Administrator, pursuant to the Act, and (2) execute and deliver to the Bank one or more Additional Bank Notes to evidence loans made by the Bank. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may also from time to time execute and deliver one or more Additional Notes to refund any note or notes at the time outstanding and secured hereby, or in renewal of, or in substitution for, any such outstanding note or notes. Additional Notes shall contain such provisions and shall be executed and delivered upon such terms and conditions as the board of directors of the

Mortgagor in the resolution or resolutions authorizing the execution and delivery thereof and the relevant lender shall prescribe; provided, however, that the notes at any one time secured hereby shall not exceed in the aggregate principal amount the amount identified in the Instruments Recital as the Maximum Debt Limit, and no note shall mature more than fifty (50) years after the date hereof;

No additional Bank Notes shall be secured by this Mortgage without the prior written approval thereof by the Government. The determination of whether any Additional Bank Note to be secured by this Mortgage shall be so secured as a Bank Class II Note or as a Bank Class IIA Note shall be made by the Government at the time of such approval.

SECTION 2. Supplemental Mortgages. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time execute, acknowledge, deliver, record and file mortgages supplemental to this Mortgage which thereafter shall form a part hereof, for the purpose of formally confirming this Mortgage as security for the notes. Nothing herein contained shall require the execution and delivery by the Mortgagor of a supplemental mortgage in connection with the issuance hereunder or the securing hereby of notes except as hereinafter provided in section 13 of article II hereof.

ARTICLE II

PARTICULAR COVENANTS OF THE MORTGAGOR

The Mortgagor covenants with the mortgagees and the holders of notes secured hereby (hereinafter sometimes collectively called the "noteholders") and each of them as follows:

SECTION 1. Authority to Execute and Deliver Notes and Mortgage; All Action Taken; Enforceable Obligations. The Mortgagor is duly authorized under its articles of incorporation and bylaws and the laws of the State of its incorporation and all other applicable provisions of law to execute and deliver the Outstanding REA Notes (including the Prepaid FFB Notes) the Current REA Note, the Substitute FFB Notes and the REA Guaranteed Private Lender Notes, the Outstanding Bank Notes and this Mortgage, and to execute and deliver Additional Notes; and all corporate action on its part for the execution and delivery of the Outstanding REA Notes (including the Prepaid FFB Notes) the Current REA Note, the Substitute FFB Notes and the REA Guaranteed Lender Notes, the Outstanding Bank Notes and this Mortgage have been duly and effectively taken; and the Outstanding REA Notes (including the Prepaid FFB Notes) the Current REA Note, the Substitute FFB Notes and the REA Guaranteed Private Lender Notes, the Outstanding Bank Notes and this Mortgage are, or when executed and delivered will be, the valid and enforceable obligations of the Mortgagor in accordance with their respective terms.

SECTION 2. Authority to Mortgage Property; No Liens; Exception for Permitted Encumbrances; Mortgagor to Defend Title and Remove Liens. The

Mortgagor warrants that it has good right and lawful authority to mortgage, pledge and assign the property described in the granting clauses of this Mortgage for the purposes herein expressed, and that the said property is free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto, except (i) the lien of this Mortgage and taxes or assessments not yet due; (ii) deposits or pledges to secure payment of workmen's compensation, unemployment insurance, old age pensions or other social security; and (iii) those encumbrances on or affecting the title to River Bend Unit 1 Nuclear Plant Site and improvements thereon specifically permitted in Section 1.12 of the Joint Ownership Participation and Operating Agreement for River Bend Unit 1 Nuclear Plant, dated August 28, 1979, as executed by and between the Mortgagor and Gulf States Utilities Company; (iv) deposits or pledges to secure performance of bids, tenders, contracts (other than contracts for the payment of borrowed money), leases, public or statutory obligations, surety or appeal bonds, or other deposits or pledges for purposes of like general nature in the ordinary course of business; (v) mechanics', laborers', materialmen's and similar liens not then delinquent, and any such liens, whether or not delinquent, whose validity is at the time being contested in good faith; liens and charges incidental to construction or current operation which have not been filed or asserted or the payment of which has been adequately secured or which, in the opinion of counsel to the Mortgagor, are insignificant in amount; (vi) attachment or judgment liens covered in full by insurance, or upon appeal, and covered in full by bond; (vii) easements, servitudes or reservations in respect to any property for the purpose of transmission and distribution lines and rights-of-way and similar purposes, zoning ordinances, regulations, reservations, restrictions, covenants, party wall agreements, conditions of record and other encumbrances (other than to secure the payment of money); and (viii) the burdens of any law or governmental organization or permit requiring the Mortgagor to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public land or any river, stream or other waters or relating to environmental matters; none of which in the opinion of counsel to the Mortgagor is such as to interfere with the proper operation of the property affected thereby. The Mortgagor will, so long as any of the notes shall be outstanding, maintain and preserve the lien of this Mortgage superior to all other liens affecting the Mortgaged Property, and will forever warrant and defend the title to the property described as being mortgaged hereby to the Mortgagees against any and all claims and demands whatsoever. The Mortgagor will promptly pay or discharge any and all obligations for or on account of which any such lien or charge might exist or could be created and any and all lawful taxes, rates, levies, assessments, liens, claims or other charges imposed upon or accruing upon any of the Mortgagor's property (whether taxed to the Mortgagor or to any noteholder), or the franchises, earnings or business of the Mortgagor, as and when the same shall become due and payable; and whenever called upon so to do the Mortgagor will furnish to the Mortgagees or to any noteholder adequate proof of such payment or discharge, provided, however, that this provision shall not be deemed to require the payment or discharge of any tax, rate, levy, assessment or other governmental charge while the Mortgagor is contesting the validity thereof by appropriate proceedings in good faith and so long as it shall have set aside on its books adequate reserves with respect thereto.

SECTION 3. No Encumbrances on Property; Exceptions for Parity Lien in Favor of Another Lender. Except to secure loans to the Mortgagor, or to a third party or parties the obligation of which is assumed by the Mortgagor, made or guaranteed by the Government or made by the Bank, in each case in the manner specified in section 1 of article I hereof, the Mortgagor will not, without the consent in writing of the Government, charge, assign, pledge, mortgage or otherwise encumber any of its property, real or personal, tangible or intangible, movable or immovable, corporeal or incorporeal wheresoever located, which at the time is, or at any time may become, subject to the lien of this Mortgage, but in no event contrary to the provisions of section 2 of this article II, except that, in the event that the Mortgagor shall have duly applied for a loan from another lender or lenders which the Government shall have in writing approved and determined to be financially feasible for the Mortgagor, then the Mortgagor may obtain a commitment for such loan from such other lender or lenders and agree, if the Government consents thereto, to so encumber its property by amending this Mortgage to secure under this Mortgage, in such manner as the Government shall prescribe, the evidence of such loan from such other lender or lenders, and in such event the Bank will consent to and execute and deliver, an amendment to this Mortgage, or such other instrument as may be appropriate, in order to secure such note or notes of such other lender or lenders under this Mortgage; provided that, by such amendment to this Mortgage or otherwise, such other lender or lenders shall receive substantially the same, and in no event greater, rights or powers than those granted to the Bank under this Mortgage.

SECTION 4. Payment of Notes; Prepayments. The Mortgagor will duly and punctually pay the principal of and interest on the notes at the dates and places and in the manner provided therein, according to the true intent and meaning thereof, and all other sums becoming due hereunder. The Mortgagor may at any time make prepayments, on account of all or part of the principal of the notes, to the extent and in the manner therein and in the Loan Agreements set forth; provided, however, that (i) any prepayment of any of the Bank Notes shall be accompanied by a simultaneous prepayment of each of the REA Notes issued in connection with such Bank Note as a result of a Contemporaneous Loan, all as hereinafter set forth and (ii) any prepayment of any of the REA Notes shall be accompanied by a simultaneous prepayment of each of the Bank Notes issued in connection with such REA Note as a result of a Contemporaneous Loan, all as hereinafter set forth (at the premium, if any, prescribed in the Bank Loan Agreement). Prepayments which are required to be apportioned between Bank Notes on the one hand and the REA Notes on the other hand under the above proviso shall be apportioned according to the proportions which the aggregate unpaid principal amount of such Bank Notes and the aggregate unpaid principal amount of such REA Notes, respectively, bear to the aggregate unpaid principal amount of such Bank Notes and REA Notes, collectively, on the date of prepayment and shall be applied to such notes and installments thereof as may be designated by the respective noteholders at the time of any such prepayment. As used in this section 4, the term "Contemporaneous Loan" shall mean a loan made pursuant to a loan agreement or agreements providing for a loan or loans secured by this Mortgage, the making of which by either lender is conditioned upon the making of a loan, therein described, by the other

lender. For purposes of this section 4, the term "REA Notes" shall not be deemed to include notes which refund, renew or are in substitution for Outstanding REA Notes.

SECTION 5. Preservation of Corporate Existence and Franchises; Compliance with Laws; Limitations on Mergers; Limitations on Transfers of Capital Assets. The Mortgagor will at all times, so long as any of the notes shall be outstanding, take or cause to be taken all such action as from time to time may be necessary to preserve its corporate existence and to preserve and renew all franchises, rights of way, easements, permits and licenses now or hereafter to it granted or upon it conferred, and will comply with all valid laws, ordinances, regulations and requirements applicable to it or its property. The Mortgagor will not (1) without the approval in writing of the Government consolidate with or merge into any other corporation or permit any other corporation to merge into the Mortgagor or acquire all or substantially all of the business or assets of another corporation if such acquisition is analogous in purpose or effect to a merger or consolidation, or so consolidate or merge or permit any such merger or so acquire any such business or assets without the approval in writing of the holders of not less than 66-2/3% in principal amount of the notes at the time outstanding, which holders shall include the Government so long as it is a holder of any notes then outstanding (such holder or holders, including the Government so long as it is a holder of any notes then outstanding, being hereinafter sometimes called the "two-thirds noteholders") unless the corporation surviving such transaction shall have assumed the payment of the notes and all of the obligations of the Mortgagor under the notes and the performance of the Mortgagor's covenants in this Mortgage and the Loan Agreements, or (2) without the approval in writing of the two-thirds noteholders, sell, lease or transfer (or make any agreement therefor) any capital asset, unless the fair market value of such asset is less than \$50,000 and the aggregate value of assets so sold, leased or transferred in any 12-month period is less than \$200,000 and the proceeds of such sale, lease or transfer, less ordinary and reasonable expenses incident to such transaction, are immediately (i) applied as a prepayment of the notes, pro rata according to the aggregate unpaid principal amount of the notes, to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment, (ii) in the case of dispositions of equipment, materials or scrap, applied to the purchase of other property useful in the Mortgagor's business, not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the lien of this Mortgage or (iii) set aside as a deposit in the construction fund contemplated by Account Number 131.2 of the Uniform System of Accounts prescribed by REA for its Electric Borrowers (hereinafter, as in effect on the date hereof, called the "Uniform System of Accounts"). Any reference in this Mortgage to any Account Number of the Uniform System of Accounts shall apply to such Account Number included in the Uniform System of Accounts as of March 1, 1973, or to any other Account Number which may be thereafter prescribed with respect to the information contemplated by the Account Number herein specified; or, if no such Account Number shall be applicable after such date to the accounts of the Mortgagor for such information, such reference shall apply to the corresponding information otherwise determined in an appropriate manner.

SECTION 6. Maintenance of the Mortgaged Property.

(a) The Mortgagor will at all times maintain and preserve the Mortgaged Property and each and every part and parcel thereof in good repair, working order and condition and in compliance with all applicable laws, regulations and orders, and will from time to time make all needful and proper repairs, renewals, and replacements, and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep its plant and properties in necessary continuous operating condition and use all reasonable diligence to furnish the consumers served by it through the Mortgaged Property, or any part thereof, with an adequate supply of electric energy and other services furnished by the Mortgagor. If any substantial part of the Mortgaged Property is leased by the Mortgagor to any other party, the lease agreement between the Mortgagor and the lessee shall obligate the lessee to comply with the provisions of subsections (a) and (b) of this section in respect of the leased facilities and to permit the Mortgagor to operate the leased facilities in the event of any failure by the lessee to so comply.

(b) The Mortgagor will cause the sum of the amount used during each period of five consecutive calendar years for maintenance, renewals, and replacements of the Mortgaged Property and any available Maintenance Credit (as hereinbelow defined), to be at least equal to the lesser (hereinafter called the "Standard") of either (i) 10% of the result obtained by deducting from the amount of Operating Revenues and Patronage Capital (as shown on line 32 of REA Bulletin 1-1 for Power Supply Borrowers, as now in effect, with respect to each calendar year) of the Mortgagor for such five-year period, the sum of operating expenses as shown on lines 35, 36 and 37 of said REA Bulletin and Fixed Costs on Production Plant (Account Numbers 403.1, 408, 427, 924, 925, and 926, as shown on lines 18, 19, 20 and 21 of REA Form 12d, rev. 12/70, and the corresponding Accounts of REA Forms 12e and 12f, rev. 12/70, as applicable) of the Mortgagor for such five-year period, or (ii) 15% of the sum obtained by adding the amount charged to Depreciation and Amortization Expense (as shown on line 47 of said REA Bulletin) and Maintenance Expense-Total (as shown on line 42 of said REA Bulletin) of the Mortgagor for such five-year period.

The term "Maintenance Credit" shall mean the sum of (1) the excess of the amount used in each period of five consecutive calendar years for maintenance, renewals and replacements over the Standard during such five-year period and (2) the amount of such excesses from prior years, less amounts thereof previously utilized as permitted by this section.

The term "Maintenance Deficit" shall mean the amount by which the Standard in each period of five consecutive calendar years exceeds the sum of (1) the amount applied during such five-year period for maintenance, renewals and replacements and (2) the amount of any available Maintenance Credit.

The amount used for maintenance in each year shall be the amount shown for the Mortgagor for such year on line 42 of said REA Bulletin 1-1, as

now in effect, and the amounts used for renewals and replacements shall be based upon improvements and replacements of Utility Plant, as such term is defined in the Uniform System of Accounts, associated with retirements thereof, less net salvage value.

In furtherance of the covenant contained in this subsection (b), the Mortgagor will, within six months of the date hereof, and within five months after the end of each five-year period following five years from the date hereof, furnish to the Mortgagees an Officer's Certificate, setting forth separately and in reasonable detail:

(1) The amount of Operating Revenues and Patronage Capital derived by the Mortgagor from the Mortgaged Property during the five preceding calendar years and the Mortgagor's Operation Expense-Total, Fixed Costs on Production Plant, Depreciation and Amortization Expense, and Maintenance Expense-Total for such five-year period;

(2) The amounts used during such five preceding calendar years for maintenance, renewals and replacements of the Mortgaged Property;

(3) Any Maintenance Credit not theretofore utilized as permitted by this section and the computation thereof; and

(4) The resulting Maintenance Credit or Maintenance Deficit.

In case any such Officer's Certificate shows a Maintenance Deficit, the Mortgagor shall either (i) immediately apply an amount equal to the largest integral multiple of \$1,000 which equals or is less than the amount so determined to the prepayment of the notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment), or (ii) immediately deposit the amount so determined in a bank or banks satisfactory to the Government to be held by such bank or banks in a Restricted Maintenance Fund in trust for the benefit of the noteholders pursuant to a trust agreement satisfactory to the Government; provided, however, that at the direction or with the approval of the Government, the Mortgagor may cause funds held in such Restricted Maintenance Fund to be applied to the making of expenditures for maintenance, renewals and replacements of the Mortgaged Property; provided, further, however, that in the event that there shall have been a balance in said Restricted Maintenance Fund at the end of each of two such consecutive reporting periods, the Government may thereafter cause the funds held therein to be applied as provided in clause (i) above; and provided, further, however, that in the event of such a Maintenance Deficit, the Mortgagor may promptly cause to be made an inspection of the Mortgaged Property by a professional engineer satisfactory to the Government and may cause to be issued a report of such engineer, satisfactory in form and substance to the Government, stating the minimal aggregate amount which, in his judgment, is then needed for maintenance, renewals, and replacements of the Mortgaged Property in accordance with sound industry practices, and in the event such amount shall be less than such Maintenance Deficit, the

maximum amount which the Mortgagor shall be required to apply to prepayment or to deposit in a Restricted Maintenance Fund pursuant to this paragraph shall in all events be the amount so stated by such professional engineer.

In case any such certificate shows a Maintenance Credit, the Mortgagor may withdraw the amount of such Maintenance Credit from said Restricted Maintenance Fund to the extent that there is an accumulated balance therein, and the Government, as agent of the noteholders, shall in such case cause such withdrawal to be permitted.

The amount of any Maintenance Credit not utilized to reduce a Maintenance Deficit or so withdrawn from the Restricted Maintenance Fund shall be available until utilized for such purposes.

The Mortgagor agrees that it will, within five months after the close of each calendar year after the date hereof (other than during years in which an Officer's Certificate is required to be furnished pursuant to the fifth paragraph of this subsection (b)) furnish to the Mortgagees an Officer's Certificate, setting forth separately and in reasonable detail the amounts described in clauses (1) and (2) of said paragraph for the preceding calendar year; provided, however, that the foregoing requirements to furnish the Officer's Certificate pursuant to this paragraph and the fifth paragraph of this subsection (b) shall not relieve the Mortgagor of the obligation to furnish any Officer's Certificate with respect to maintenance, renewals and replacements of the Mortgaged Property previously required under the Existing Mortgage.

SECTION 7. Purchase of Property Free of Liens; Limitation on Long-Term Leases. Except as specifically authorized in writing in advance by the Government, and subject in all events to the provisions of section 2 of this article II, the Mortgagor will purchase outright all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property, and not subject to any conditional sales agreement, chattel mortgage, bailment lease, or other agreement reserving to the seller any right, title or lien. The Mortgagor will not, without the approval in writing of the Government, become or be obligated under Long-Term Leases for the rental from others of Restricted Property if the aggregate amount of rentals thereunder accrued or which may accrue during any period of 12 calendar months shall exceed 2% of the Equity of the Mortgagor at the time any determination of such rental obligations is made hereunder. As used herein, the term "Equity" shall have the meaning assigned to it in section 16 of this article II. "Long-Term Leases" shall mean leases having unexpired terms (taking into account terms of renewal at the option of the lessor, whether or not such leases have theretofore been renewed) of more than 12 months, and "Restricted Property" shall mean all properties other than automobiles, trucks, trailers, tractors, other vehicles (including without limitation aircraft and ships), office, garage and warehouse space and office equipment (including, without limitation, computers).

SECTION 8. Insurance of Mortgaged Property; Restoration of Damaged Mortgaged Property.

(a) The Mortgagor will take out, as the respective risks are incurred, and maintain the following classes and amounts of insurance: (1) fidelity bonds covering each officer and employee of the Mortgagor in not less than the following amounts, based on the estimated annual gross revenues of the Mortgaged Property:

<u>Annual Gross Revenue</u>		<u>Amount of Coverage</u>
Less than	\$ 200,000	\$ 10,000
\$200,001 to	400,000	20,000
400,001 to	600,000	40,000
600,001 to	800,000	60,000
800,001 to	1,000,000	80,000
over	1,000,000	100,000

and each collection agent of the Mortgagor shall be included in such fidelity bonds for not less than \$2,500, or 10 percent of the highest amount collected annually by any one collection agent, whichever is greater; (2) workmen's compensation insurance covering all employees of the Mortgagor, in such amounts as may be required by law or if the Mortgagor or any of its employees are not subject to the workmen's compensation laws of the State or States in which the Mortgagor conducts its operations, then its workmen's compensation policy shall provide voluntary compensation coverage to the same extent as though the Mortgagor and such employees were subject to such laws; and including occupational disease liability coverage, and "additional medical" coverage of not less than \$10,000 in States where full medical coverage is not required by law; (3) public liability and property damage liability insurance, covering ownership liability, and all operations of the Mortgagor, with limits for bodily injury or death of not less than \$100,000 for one person and \$300,000 for each accident, and with limits for property damage of not less than \$50,000 for each accident and \$100,000 aggregate for the policy period; (4) liability insurance on all motor vehicles, trailers, semitrailers, and aircraft used in the conduct of the Mortgagor's business, whether owned, non-owned or hired by the Mortgagor, with bodily injury limits of not less than \$100,000 for one person and \$300,000 for each accident, and with property damage limits of \$25,000 for each accident; in connection with aircraft liability, also passenger bodily injury limits of \$100,000 per person and \$300,000 for each accident; (5) comprehensive, or separate fire, theft and windstorm insurance covering loss of or damage to all owned motor vehicles, trailers, and aircraft of the Mortgagor, having a unit value in excess of \$1,000, in an amount not less than the actual cash value of the property insured; (6) fire and extended coverage insurance, designating the Government and the Bank as mortgagees in the policy, on each building and its contents, and on any other property of the Mortgagor, other than power lines and other distribution facilities, including without limitation property situated at each storage location of materials and supplies, poles and crossarms, owned by the Mortgagor, having a value at any one location in excess of \$5,000, or in

excess of one percent of the total plant value, whichever is larger, and in an amount not less than 80 percent of the current cost to replace the property new, less actual depreciation; and (7) boiler and machinery insurance, if the Mortgaged Property includes electric generating facilities, in an amount for each accident not less than the actual current cash value of the property of the Mortgagor and of other adjacent property that could be damaged thereby.

The Mortgagor will also, from time to time, increase or supplement the classes and amount of insurance specified above to the extent requested by the Government or the holder or holders of not less than a majority in principal amount of the notes at the time outstanding (hereinafter called the "majority noteholders"), or as required to conform to the accepted practice of companies of the size and character of the Mortgagor. The Mortgagor will, upon request of either of the Mortgagees, submit to the Mortgagees a schedule of its insurance in effect on the date specified in such request and copies of any policies and contracts relating thereto.

The foregoing insurance coverage shall be obtained by means of bond and policy forms approved by regulatory authorities, including standard REA endorsements and riders used by the insurance industry to provide coverage for REA borrowers. Each policy or other contract for such insurance shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 10 days after written notice to the Mortgagees of cancellation.

(b) In the event of damage to or the destruction or loss of any portion of the Mortgaged Property which shall be covered by insurance, unless the Government shall otherwise agree, the Mortgagor shall replace or restore such damaged, destroyed or lost portion so that the Mortgaged Property shall be in substantially the same condition as it was in prior to such damage, destruction or loss, and shall apply the proceeds of the insurance for that purpose; provided, however, that in the event the Mortgagor, with agreement therefor by the Government, shall not so replace or restore such damaged, destroyed or lost portion of the Mortgaged Property, the Mortgagor shall apply the proceeds of the insurance as a ratable prepayment of or on account of the unpaid principal of the notes, to such installments thereof as may be designated by the respective noteholders at the time of any such payment. The Mortgagor shall replace the loss or shall commence such restoration promptly after such damage, destruction or loss shall have occurred and shall complete such replacement or restoration as expeditiously as practicable, and shall pay or cause to be paid out of the proceeds of such insurance all costs and expenses in connection therewith so that such replacement or restoration shall be so completed that the portion of the Mortgaged Property so replaced or restored shall be free and clear of all mechanics' liens and other claims.

Sums recovered under any fidelity bond by the Mortgagor for a loss of funds advanced under the notes or recovered by a Mortgagee for any loss under such bond shall, unless otherwise directed by the two-thirds noteholders, be applied to the prepayment of the notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such installments

thereof as may be designated by the respective noteholders at the time of any such prepayment), or to construct or acquire facilities approved by the two-thirds noteholders, which will become part of the Mortgaged Property.

SECTION 9. Mortgagee Right to Expend Money to Protect Mortgaged Property. In the event of the failure of the Mortgagor in any respect to comply with the covenants and conditions herein contained with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair and free of liens and other claims or to comply with any other covenant contained in this Mortgage, either Mortgagee shall have the right (without prejudice to any other rights arising by reason of such default) to advance or expend moneys for the purpose of procuring such insurance, or for the payment of insurance premiums, taxes, assessments or other charges, or to save the Mortgaged Property from sale or forfeiture for any unpaid tax or assessment, or otherwise, or to redeem the same from any tax or other sale, or to purchase any tax title thereon, or to remove or purchase any mechanic's liens or other encumbrance thereon, or to make repairs thereon or to comply with any other covenant herein contained or to prosecute or defend any suit in relation to the Mortgaged Property or in any manner to protect the Mortgaged Property and the title thereto, and all sums so advanced for any of the aforesaid purposes with interest thereon at the highest legal rate but not in excess of ten per centum (10%) per annum shall be deemed a charge upon the Mortgaged Property in the same manner as the notes at the time outstanding are secured and shall be forthwith paid to the Mortgagee making such advance or advances upon demand. It shall not be obligatory for any Mortgagee in making any such advances or expenditures to inquire into the validity of any such tax title, or of any of such taxes or assessments or sales therefor, or of any such mechanics' liens or other encumbrance. A Mortgagee acting hereunder shall not be liable to the Mortgagor, the other Mortgagee or any noteholder except for losses resulting from gross negligence or wilful misfeasance.

SECTION 10. Limitations on: System Extension and Additions; Operation and Maintenance Contracts; Power Purchase Contracts; Power Sales Contracts; Obligations for Professional Services; Deposits of Funds. The Mortgagor will not, without the approval in writing of the Government: (a) construct, make, lease, purchase or otherwise acquire any extensions or additions to its system or enter into any contract therefor, except such extensions or additions as may be financed with loans evidenced by additional notes; (b) enter into any contract or contracts for the operation or maintenance of all or any part of its property, for the purchase of electric power or energy, for the sale for resale, or for the sale to the ultimate consumer, of electric power and energy in excess of 1,000 kilowatts, for any transmission, interconnection or pooling arrangements, or for the use by others of any of its property; (c) incur any expenses for legal, engineering, supervisory, accounting or other similar services, except such reasonable expenses as are incurred in the routine course of business, or (d) deposit any or its funds, regardless of the source thereof, in any bank or other depository which is not a member of the Federal Deposit Insurance Corporation, or the successor thereof, or of a Federal Reserve Bank.

SECTION 11. Salaries of Directors, Officers and Employees. The Mortgagor will not pay its directors, as such, any salaries for their services, except such as shall have been approved by the Government, provided that nothing herein contained shall preclude any director from serving the Mortgagor in any other capacity and receiving compensation therefor. Salaries and wages paid officers and employees shall be reasonable and in conformity with the usual practice of corporations of the size and nature of the Mortgagor.

SECTION 12. Financial Books; Financial Reports; Mortgagee Right of Inspection. The Mortgagor will at all times keep, and safely preserve, proper books, records and accounts in which full and true entries will be made of all of the dealings, business and affairs of the Mortgagor, in accordance with the methods and principles of accounting prescribed in the Uniform System of Accounts. The Mortgagor will prepare and furnish each of the Mortgagees not later than the 20th day of each month, or at less frequent intervals when specified by a Mortgagee with respect to such Mortgagee, financial and statistical reports on its condition and operations. Such reports shall be in such form and include such information as may be specified by such Mortgagee, including without limitation an analysis of the Mortgagor's revenues, expenses and consumer accounts. The Mortgagor will cause to be prepared and furnished to each of the Mortgagees, at least once during each 12-month period during the term hereof, a full and complete report of its financial condition as of a date (hereinafter called the "Fiscal Date") not more than 90 days prior to the date such report is furnished to the Mortgagees hereunder, and of its operations for the 12-month period ended on the Fiscal Date, in form and substance satisfactory to the Government, audited and certified by independent certified public accountants satisfactory to the Government and accompanied by a report of such audit in form and substance satisfactory to the Government. Either Mortgagee, through its representatives, shall at all times during reasonable business hours have access to, and the right to inspect and make copies of, any or all books, records and accounts, and any or all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in the possession of the Mortgagor or in anywise pertaining to its property or business.

SECTION 13. Further Assurances to Confirm Security of Mortgage; When Vehicles Are to be Made Subject to Mortgage Lien.

(a) The Mortgagor will from time to time upon written demand of the Government or the Bank make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental indentures of mortgage, deeds of trust, mortgages, financing statements, continuation statements, security agreements, instruments and conveyances as may reasonably be requested by the Government or the Bank, and take or cause to be taken all such further action as may reasonably be requested by the Government or the Bank to effectuate the intention of these presents and to provide for the securing and payment of the principal of and interest on the notes equally and ratably according to the terms thereof and for the purpose of fully conveying, transferring and confirming unto the

Mortgagees the property hereby conveyed, mortgaged and pledged, or intended so to be, whether now owned by the Mortgagor or hereafter acquired by it and wherever located and to reflect the assignment of the rights or interests of either of the Mortgagees or of any noteholder hereunder or under any note. The Mortgagor will cause this Mortgage and any and all supplemental indentures of mortgage, mortgages and deeds of trust and every security agreement, financing statement, continuation statement and every additional instrument which shall be executed pursuant to the foregoing provisions forthwith upon execution to be recorded and filed and rerecorded and refiled as conveyances and mortgages and deeds of trust of and security interests in real and personal property in such manner and in such places as may be required by law or reasonably requested by either Mortgagee in order fully to preserve the security for the notes and to perfect and maintain the superior lien of this Mortgage and all supplemental indentures of mortgage, mortgages and deeds of trust and the rights and remedies of the Mortgagees and the noteholders.

(b) In the event that the Mortgagor suffers in the future a deficit in net income, as determined in accordance with methods of accounting prescribed in section 12 of article II hereof, for any fiscal year while any of the notes are outstanding, the Mortgagor will at any time or times upon written demand of the Government or the Bank make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental indentures of mortgage, mortgages, security agreements, financing statements, instruments and conveyances, and take or cause to be taken all such further action, as may reasonably be requested by either Mortgagee in order to include in this Mortgage, as Mortgaged Property, and to subject to all the terms and conditions of this Mortgage, all right, title and interest of the Mortgagor in and to, all and singular, the automobiles, trucks, trailers, tractors and other road vehicles then owned by Mortgagor, or which may thereafter be owned or acquired by the Mortgagor. From and after the time of such written demand of the Government or the Bank, such vehicles shall be deemed to be part of the Mortgaged Property for all purposes hereof.

SECTION 14. Time Extensions for Payment of Notes. Any noteholder may, at any time or times in succession without notice to or the consent of the Mortgagor or any other noteholder and upon such terms as such noteholder may prescribe, grant to any person, firm or corporation who shall have become obligated to pay all or any part of the principal of or interest on any note held by or indebtedness owed to such noteholder or who may be affected by the lien hereby created, an extension of the time for the payment of such principal or interest, and after any such extension the Mortgagor will remain liable for the payment of such note or indebtedness to the same extent as though it had at the time of such extension consented thereto in writing.

SECTION 15. Design of Rates; Times Interest Earned Ratio; Debt Service Coverage. The Mortgagor, subject to applicable laws and rules and orders of regulatory bodies, will design its rates for electric energy and other services furnished by it with a view to paying and discharging all taxes, maintenance expenses, cost of electric energy and other operating expenses of its electric transmission and distribution system and electric

generating facilities, if any, and also to making all payments in respect of principal of and interest on the notes when and as the same shall become due, to providing and maintaining reasonable working capital for the Mortgagor and to maintaining a Times Interest Earned Ratio (herein called "TIER") of not less than 1.0 and a Debt Service Coverage (herein called "DSC") of not less than 1.0. Where a change in design is proposed, the Mortgagor shall so redesign its rates to comply with the requirements of the preceding sentence, except that Net Patronage Capital or Margins, as defined below, shall be determined as though the rates proposed by the Mortgagor had been in effect for each of the 3 calendar years immediately preceding the date of such determination. The Mortgagor shall give 90 days prior written notice to each of the Mortgagees of any proposed change in its general rate structure.

For purposes of this section, TIER of the Mortgagor shall mean the average of the two largest ratios with respect to each of the three years (herein called the "test years") last preceding the date of the determination as to the adequacy of the design of rates, determined as follows: for each test year: add Net Patronage Capital or Margins (as computed for purposes of line B.29 of REA Form 12a) of the Mortgagor to Interest Expense (as computed for purposes of Line B.20 on REA Form 12a) of the Mortgagor, and divide the total so obtained by Interest Expense (as so computed) of the Mortgagor; provided, however, that in computing Interest Expense, there shall be added, to the extent not otherwise included, an amount equal to 33-1/3% of the excess of rentals of Restricted Property (as defined in section 7 of article II hereof) under Long-Term Leases (as defined in section 7 of article II hereof) of the Mortgagor over 2% of the Mortgagor's Equities and Margins (as defined in the Uniform System of Accounts). Any reference in this Mortgage to REA Form 12a shall apply to the 12/71 revision (or to the revision of any other date which may be specified) of such REA Form 12a or to any later revision thereof which shall have been at the time prescribed for use by REA; if some other form containing the corresponding information shall at the time be prescribed by REA, such reference shall apply to the corresponding item in such other form; or if no such form is applicable to the accounts of the Mortgagor, such reference shall apply to the corresponding information otherwise determined in a comparable manner.

For purposes of this section, DSC of the Mortgagor shall mean the average of the two largest ratios with respect to each of the test years, determined as follows: for each test year: add Net Patronage Capital or Margins (as computed in accordance with the principles set forth in the preceding paragraph hereof) and Interest Expense (as computed in accordance with the principles set forth in the preceding paragraph hereof) of the Mortgagor to Depreciation and Amortization Expense (an amount as computed for purposes of Line B.18 on REA Form 12a) of the Mortgagor, and divide the total so obtained by an amount equal to the sum of all payments of principal and interest required to be made during each of the test years on account of Total Long-Term Debt (as computed for purposes of Line A.35 on REA Form 12a, including interest computed in the same manner as Interest Expense, as provided above) of the Mortgagor; provided, however, that in the event that any Long-Term Debt (being any amount included in Total Long-Term Debt computed as

provided above) has been refinanced during any test year the payments of principal and interest required to be made during such year on account of such Long-Term Debt shall be based (in lieu of actual payments required to be made on such refinanced Debt) upon the larger of (i) an annualization of the payments required to be made with respect to the refinancing debt during the portion of such year such refinancing debt is outstanding or (ii) the payments of principal and interest required to be made during the following year on account of such refinancing debt.

SECTION 16. Limitation on Dividends, Patronage Refunds and Other Cash Distributions. The Mortgagor will not, in any one year, without the approval in writing of the two-thirds noteholders, declare or pay any dividends, or pay or determine to pay any patronage refunds, or retire any patronage capital or make any other cash distributions (such dividends, refunds, retirements and other distributions being hereinafter collectively called "distributions"), to its members, stockholders or consumers if after giving effect to any such distribution the total Equity of the Mortgagor will not equal or exceed 40% of its total assets and other debits; provided, however, that the Mortgagor may nevertheless make distributions in any year up to 25% of the patronage capital and margins received by the Mortgagor in the next preceding year where after giving effect to any such distribution and total Equity of the Mortgagor will equal or exceed 20% of its total assets and other debits, and provided, further, however, that in no event will the Mortgagor make any distributions if there is unpaid when due any installment of principal of or interest on the notes, if the Mortgagor is otherwise in default hereunder or if, after giving effect to any such distribution, the Mortgagor's total current and accrued assets would be less than its total current and accrued liabilities.

For the purpose of this section, a "cash distribution" shall be deemed to include any general cancellation or abatement of charges for electric energy or services furnished by the Mortgagor, but not the repayment of a membership fee of not in excess of \$100 upon termination of a membership. As used or applied in this Mortgage (1) "Equity" shall mean the aggregate of Equities and Margins (as such terms are defined in the Uniform System of Accounts) and Subordinated Indebtedness; and (2) "Subordinated Indebtedness" shall mean unsecured indebtedness of the Mortgagor, payment of which shall be subordinated to the prior payment of the notes by subordination agreement in form and substance satisfactory to the two-thirds noteholders.

SECTION 17. Application of Proceeds from Condemnation. In the event that the Mortgaged Property, or any part thereof, shall be taken under the power of eminent domain, all proceeds and avails therefrom, except to the extent that both of the Mortgagees shall consent to other use and application thereof by the Mortgagor, shall forthwith be applied by the Mortgagor: first, to the ratable payment of any indebtedness by this Mortgage secured other than principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and be unpaid; third, to the ratable payment of or on account of the unpaid principal of the notes, to such installments thereof as may be designated by the respective noteholders at the

time of any such payment; and, fourth, the balance shall be paid to whosoever shall be entitled thereto; provided, however, that any noteholder may cause funds to which it may be entitled under clause third hereof to be applied by the Mortgagor to the making of a deposit in the construction fund contemplated by Account 131.2 of the Uniform System of Accounts instead of causing such funds being applied to the prepayment of any note held by such noteholder.

SECTION 18. Limitation on Employment of General Manager. The Mortgagor will not at any time employ, or enter into any contract for the employment of, any general manager of the Mortgagor's system or any person exercising comparable authority to such a manager, unless such employment or such contract shall first have been approved by the Government. If, during such periods as the Mortgagor shall be in default in the making of payment or payments of principal of or interest on one or more of the notes or otherwise be in default hereunder, the Government shall at any time give notice to the Mortgagor that in its opinion such system is not being efficiently operated and shall request the termination of the employment of any such manager or person exercising comparable authority, or shall request the termination of any operating contract in respect of any such system, the Mortgagor will terminate such employment or operating contract within thirty (30) days after the date of such notice. All contracts in respect of the employment of any such manager or person exercising comparable authority, or for the operation of any such system, shall contain provisions to permit compliance with the foregoing covenants.

SECTION 19. Compliance with Loan Agreements; Notice of Amendments to, and Defaults under, Loan Agreement; Terms of This Mortgage to Govern. The Mortgagor will well and truly observe and perform all of the covenants, agreements, terms and conditions contained in the Loan Agreements, as from time to time amended, on its part to be observed or performed. The Mortgagor will promptly furnish each Mortgagee with written notice of any amendment or modification of any Loan Agreement with the other Mortgagee and of the occurrence of any event of default under any such Loan Agreement. For purposes of this Mortgage, in the event of any inconsistency between the terms of this Mortgage and the terms of either Loan Agreement, the terms of this Mortgage shall govern.

SECTION 20. Notice of Change in Place of Business. The Mortgagor will promptly notify the Mortgagees in writing of any change in location of its chief place of business or the office where its records concerning accounts and contract rights are kept.

SECTION 21. Rights of Way, etc., Necessary in Business. The Mortgagor will obtain all such rights of way, easements from landowners and releases from lienors as shall be necessary or advisable in the conduct of its business, and, if requested by either Mortgagee, deliver to such Mortgagee evidence satisfactory to such Mortgagee of the obtaining of such rights of way, easements or releases.

SECTION 22. Limitations on Loans, Investments and Other Obligations. The Mortgagor will not, without the written approval of the Government, hereafter make any loan or advance to, or make any investment in, or purchase or make any commitment to purchase any stock, bonds, notes or other securities of, or guarantee, assume or otherwise become obligated or liable with respect to the obligations of, any person, firm or corporation, except (i) securities or deposits issued, guaranteed or fully insured as to payment by the United States Government or any agency thereof, (ii) Capital Term Certificates or other securities of the Bank, (iii) capital credits resulting from the payment for power and energy purchased and actually received from a generating and transmission cooperative of which the Mortgagor is a member, (iv) loans, deposits, advances, investments, securities and obligations which the Mortgagor has, prior to January 27, 1983, committed itself to make, purchase or undertake, as the case may be, and as to which the Mortgagor has given the Mortgagees notice in writing prior to January 27, 1983; and (v) such other loans, deposits, advances, investments and obligations as may from time to time be made, purchased or undertaken by the Mortgagor; provided, however, that the aggregate cost of investments, plus the total unpaid principal amount of loans, deposits, advances and obligations, permitted under this clause (v) shall not at any time exceed 3% of the total utility plant (as such term is defined in the Uniform System of Accounts) of the Mortgagor.

SECTION 23. Vesting of Rights as Mortgagee upon Discharge of Notes. If all the REA Notes have been paid and discharged while any of the Bank Notes are still outstanding, all rights and powers of the Government and the holders of the REA Notes under this Mortgage shall immediately vest in the Bank and the holders of the Bank Notes, respectively, and, correspondingly, if all of the Bank Notes have been paid and discharged while any of the REA Notes are still outstanding, all rights and powers of the Bank and the holders of the Bank Notes under this Mortgage shall immediately vest in the Government and the holders of the REA Notes, respectively. The Bank, the Government, the Mortgagor and the noteholders shall execute and deliver such instruments, assignments, releases or other documents as shall be reasonably required to carry out the intention of this section.

ARTICLE III

REMEDIES OF THE MORTGAGEES AND NOTEHOLDERS

SECTION 1. Events of Default; Remedies of the Government. If one or more of the following events (hereinafter called "events of default") shall happen, that is to say:

(a) default shall be made in the payment of any installment of or on account of interest on or principal of any note or notes when and as the same shall be required to be made whether by acceleration or otherwise;

(b) any representation or warranty made by the Mortgagor herein, the Loan Agreements or in any certificate delivered hereunder or thereunder shall provide to have been incorrect or untrue in any material respect;

(c) default shall be made in the due observance of performance of any of the covenants, conditions or agreements on the part of the Mortgagor contained in section 3, 4, 5, 7, 10, 16 and 22 of article II hereof;

(d) default shall be made in the due observance or performance of any other of the covenants, conditions or agreements on the part of the Mortgagor, in any of the notes or in this Mortgage contained, and such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Mortgagor by any noteholder;

(e) any Event of Default (as therein defined) under the First Preferred Fleet Mortgage in favor of the United States of America and the Jackson Bank for Cooperatives granted by Mortgagor and dated of even date herewith (the "Fleet Mortgage");

(f) the Mortgagor shall file a petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of its property, or shall institute proceedings for its reorganization or proceedings instituted by others for its reorganization shall not be dismissed within thirty (30) days after the institution thereof;

(g) a receiver or liquidator or keeper of the Mortgagor or of any substantial portion of its property shall be appointed and the order appointing such receiver or liquidator or keeper shall not be vacated within thirty (30) days after the entry thereof;

(h) the Mortgagor shall forfeit or otherwise be deprived of its corporate charter or franchises, permits, easements, servitudes or licenses required to carry on any material portion of its business;

(i) a final judgment shall be entered against the Mortgagor and shall remain unsatisfied or without a stay in respect thereof for a period of thirty (30) days; or

(j) a violation of the terms of any subordination agreement delivered pursuant to section 16 of article II hereof shall have occurred;

then in each and every such case the Government, to the extent permitted by applicable state law on behalf of all the noteholders, may, in its discretion

(aa) without protest, presentment or demand, declare all unpaid principal of, unpaid and owing premiums on and accrued interest on the notes to be due and payable immediately; and upon any such declaration all such unpaid principal and accrued interest so declared to be due and

payable shall become and be due and payable immediately, anything contained herein or in any note or notes to the contrary notwithstanding;

(bb) take immediate possession of the Mortgaged Property, collect and receive all credits, outstanding accounts and bills receivable of the Mortgagor and all rents, income, revenues and profits pertaining to or arising from the Mortgaged Property, or any part thereof, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(cc) proceed to protect and enforce the rights of the Mortgagees and the rights of the noteholder or noteholders under this Mortgage by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed most effectual to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit either Mortgagee shall have the right, irrespective of the adequacy of the security, to have appointed a receiver or keeper of the Mortgaged Property and of all rents, income, revenues and profits pertaining thereto or arising therefrom derived, received or had from the time of the commencement of such suit or action, and such receiver or keeper shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if either Mortgagee shall make application for the appointment of a receiver or keeper the Mortgagor hereby expressly consents that the court to which such application shall be made may, irrespective of the adequacy of the security, make said appointment; and

(dd) sell or cause to be sold all and singular the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Mortgagor therein or thereto whether in term of court or in vacation, under ordinary or executory process, at public action or otherwise, in accordance with applicable law, to the highest bidder with or without appraisalment and without the necessity of making demand upon the Mortgagor or notifying or placing Mortgagor in default, all of which are expressly waived by the Mortgagor; and

(ee) appoint itself or its nominee as a keeper of the Mortgaged Property as provided under La. R.S. §§9:5136, et seq. and such keeper shall be entitled to reasonable and customary compensation as determined, at the option of the Mortgagees, by an independent consultant, the amount of which compensation shall also be secured by the lien of this Mortgage.

SECTION 2. Remedies of Noteholders. (a) Upon the expiration of 30 days after the happening of any event or events of default, any right or remedy herein or by law conferred, which the Government shall not have proceeded to exercise or enforce may, to the extent permitted by applicable state law be exercised on behalf of all the noteholders by the Bank Class IIA noteholder(s) which hold not less than twenty-five percentum (25%) of the principal amount of the notes at the time outstanding or the Bank Class IIA noteholder(s) and Bank Class II noteholder(s) which hold not less than forty-nine percentum (49%) of the principal amount of the notes at the time outstanding.

(b)(1) Notwithstanding the provisions of section 1 of this article III and subsection (a) of this section, if, in the opinion of counsel satisfactory to the Government, the Government may not lawfully act on behalf and for the benefit of the holders of the Bank Notes, the Bank shall have the right, immediately upon the happening of an event or events of default and notwithstanding any action taken by the Government thereunder or otherwise, to exercise and enforce any right or remedy herein or by law conferred.

(b)(2) Furthermore, notwithstanding the provisions of section 1 of this article III and subsections (a) and (b)(1) of this section, at any time after the happening of an event of default under section 1(a) of this article III with respect to any Bank Class II Note, the holder of such note may declare all unpaid principal of and interest on such note to be due and payable immediately; and upon any such declaration all such unpaid principal and accrued interest so declared to be due and payable shall become and be due and payable immediately, anything contained herein or in such note to the contrary notwithstanding.

(b)(3) Furthermore, notwithstanding the provisions of section 1 of this article III and subsections (a) and (b)(1) and (b)(2) of this section, so long as any Bank Class IIA Notes shall remain unpaid and outstanding, upon the occurrence of (i) any event of default described in section 1(a) of this article III with respect to any Bank Class IIA Note, or (ii) any event of default described in section 1(e) or 1(f) of this article III, if the respective event of default referred to in either clause (i) or clause (ii) of this subsection shall not have been cured upon the expiration of ninety (90) days after the initial occurrence of such event of default, then the Bank Class IIA noteholders may forthwith exercise on behalf of all noteholders any right or remedy described in section 1 of this article III.

(b)(4) Nothing in this Mortgage contained shall affect or impair the right, which is absolute and unconditional, of any holder of any Bank Note or any other note which may be secured hereby, to enforce the payment of the principal of, premium, if any, or interest on such note on the date or dates any such interest, premium or principal shall become due and payable, whether by acceleration or otherwise, in accordance with the terms of such note; provided, however, that no such acceleration by any holder of any Bank Class IIA Note shall be effective unless pursuant to section 2(b) of this article III.

SECTION 3. Notice to Mortgagees of Event of Default. The Mortgagor covenants that it will give immediate written notice to both of the Mortgagees and to all of the noteholders of the occurrence of an event of default or in the event that any right or remedy described in clauses (aa) through (ee) of section 1 of this article III is exercised or enforced, or any action is taken to exercise or enforce any such right or remedy. Each Mortgagee covenants that it will give immediate written notice to the other Mortgagee of the occurrence of any event of default of which it has knowledge or in the event that such Mortgagee exercises or enforces any right or remedy described in said clauses (aa) through (ee), or takes any action to exercise or enforce any such right or remedy.

SECTION 4. Right of Noteholders to Bid on Mortgaged Property. At any sale hereunder any noteholder or noteholders shall have the right to bid for and purchase the Mortgaged Property, or such part thereof as shall be offered for sale.

SECTION 5. Application of Proceeds from Remedial Actions. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses, including without limitation, reasonable attorneys fees, in connection with the exercise of such rights or the enforcement of such remedies and any other sums received by the Mortgagees, the disposition of which is not otherwise herein specifically provided for, shall be applied first, to the ratable payment of indebtedness hereby secured other than the principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and which shall be unpaid; third, to the ratable payment of or on account of the unpaid principal of the notes; fourth, to the ratable payment of or on account of unpaid and owing premium, if any, and the balance, if any, shall be paid to whosoever shall be entitled thereto. Any proceeds of funds collected by the Government under this Mortgage for the account or benefit of, or which are distributable or attributable to, the Bank or any holder of any note other than an REA Note are not payments of principal of or interest on the REA Notes as contemplated by 7 United States Code Annotated § 903(f) and shall be held by the Government in trust for the benefit of the Bank or such holder, as the case may be, and in no event shall be deemed to be moneys received for the use of the United States of America as contemplated by 31 United States Code Annotated § 484 or 31 United States Code Annotated § 495.

SECTION 6. Remedies Cumulative; No Election. Every right or remedy herein conferred upon or reserved to the Mortgagees or to the noteholders shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy hereunder shall not be deemed to be an election and shall not preclude the pursuit of any other right or remedy.

SECTION 7. Waiver of Appraisalment and Other Rights; Confession of Judgment. (a) The Mortgagor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in

any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated, including without limitation, (i) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (ii) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (v) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure, and the Mortgagor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

(b) For purposes of foreclosure under Louisiana executory process procedures, Mortgagor acknowledges a debt and confesses judgment in favor of Mortgagees up to the full amount of the notes, including principal, interest premiums, if any, costs and attorney's fees.

(c) Mortgagor covenants that upon foreclosure hereunder, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. § 9:3509.1 and La. R.S. § 9:3504(D)(6), where applicable.

SECTION 8. Waiver of Default. If at any time after an event of default and prior to the institution of foreclosure proceedings, all payments in respect of principal and interest which shall have become due and payable by the terms of the notes shall be paid to the respective noteholders, and all other defaults hereunder and under the notes shall have been cured, together with reimbursement for any resulting expense or damage, to the satisfaction of all the noteholders, together with interest at the highest legal rate but not in excess of ten per centum (10%) per annum, then and in every such case, the Mortgagee or Mortgagees who shall have instituted any of the foregoing remedies may, by written notice to the Mortgagor, waive such default or defaults, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 9. Appointment of Attorney-in-fact. For purposes of this article III, to the extent permitted by applicable state law, each noteholder appoints the Mortgagee or Mortgagees exercising any remedy as above provided as its attorney(s)-in-fact for such purpose.

SECTION 10. No Right of Mortgagee to Compromise Claim of Noteholders. Nothing herein contained shall be deemed to authorize the Mortgagees to authorize or consent to or accept or adopt on behalf of any noteholder any plan of reorganization, arrangement, adjustment or composition affecting the

notes or the rights of any holder thereof, or to authorize the Mortgagees to vote in respect of the claim of any noteholder in any such proceeding.

SECTION 11. Suits by Mortgagee. Any rights of action and claims under this Mortgage or the notes may be prosecuted and enforced by the Mortgagee or Mortgagees prosecuting and enforcing the same without the possession of any of the notes or the production thereof in any proceeding relating thereto, and, to the extent permitted by applicable state law, any such proceeding instituted by either Mortgagee shall be brought in its own name as attorney-in-fact for the noteholders, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Mortgagees, their agents and counsel, be for the ratable benefit of the noteholders in respect of which such judgment has been recovered.

ARTICLE IV

POSSESSION UNTIL DEFAULT-DEFEASANCE CLAUSE

SECTION 1. Possession Until Default. Until some one or more of the events of default shall have happened, the Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products and profits thereof or therefrom, subject to the provisions of this Mortgage.

SECTION 2. Defeasance. If the Mortgagor shall well and truly pay or cause to be paid the whole amount of the principal of, premium, if any, on and interest on the notes at the times and in the manner therein provided, according to the true intent and meaning thereof, and shall also pay or cause to be paid all other sums payable under the Loan Agreements and hereunder by the Mortgagor and shall well and truly keep and perform, according to the true intent and meaning of this Mortgage, all covenants herein required to be kept and performed by it, then and in that case, all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagees and the noteholders shall thereupon cease, determine and become void and the Mortgagees and the noteholders, in such case, on written demand of the Mortgagor but at the Mortgagor's cost and expense, shall enter satisfaction of this Mortgage upon the record. In any event, each noteholder, upon payment in full to him by the Mortgagor of all principal of and interest on any note held by him and the payment and discharge by the Mortgagor of all charges due to such noteholder hereunder, shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

ARTICLE V

MISCELLANEOUS

SECTION 1. Property Deemed Real Property. It is hereby declared to be the intention of each of the parties hereto that all electric generating plants and appurtenances thereto, transmission and distribution lines, or systems, embraced in the Mortgaged Property, including, without limitation, all rights of way and easements granted or given to the Mortgagor or obtained by it to use real property in connection with the construction, operation or maintenance of such plants, lines, or systems, and all service and connecting lines, poles, posts, cross-arms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes and fixtures forming part of, or used in connection with, such plants, lines, or systems, and all other property physically attached to any of the foregoing-described property, shall be deemed to be real property.

SECTION 2. Mortgage to Bind and Benefit Successors and Assigns; Permitted Assignment of Notes; Approval of Government. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Mortgagees shall pass to and inure to the benefit of the successors and assigns of the Mortgagees and shall be deemed to be granted or conferred for the ratable benefit and security of all who shall from time to time be the holders of or participants in notes executed and delivered as herein provided. The Mortgagor and each of the Mortgagees hereby agree to execute and deliver such consents, acknowledgments and other instruments as may be reasonably requested by either of the Mortgagees or any noteholder in connection with any assignment of the rights or interests of either Mortgagee or any noteholder or participant hereunder or under the notes. Notwithstanding the foregoing, no sale, assignment or transfer of any Bank Notes, and no assignment of any right or power of the Bank hereunder, shall be effective as against the Government or the Mortgagor, unless such sale, assignment or transfer shall have been previously approved in writing by the Government, it being understood that (a) no such approval shall be required for or in connection with any assignment, transfer, mortgage, hypothecation or pledge (hereinafter called a "security interest") by the Bank of any Bank Notes or any right or power of the Bank or the holder of any Bank Notes hereunder in connection with a borrowing by the Bank, which security interest provides that the rights and powers of the Bank and the holders of Bank Notes under the Bank Notes and this Mortgage shall be exercised by the holders thereof or the Bank unless and until a default by the Bank exists under the terms governing such security interest and that the restrictions herein contained shall not apply to any sale, assignment, transfer or other disposition pursuant to the terms governing such security interest and shall not apply to any such disposition by any person other than the Bank and (b) no such approval shall be required for or in connection with any participation by the Bank with any Farm Credit Institution pursuant to and in accordance with the Farm Credit Act of 1971, as amended, and rules and regulations promulgated thereunder by the Farm Credit Administration.

SECTION 3. Headings. The descriptive headings of the various articles of this Mortgage were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

SECTION 4. Notices. All demands, notices, reports, approvals, designations, or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given if mailed by registered mail addressed to the proper party or parties at the following addresses:

As to the Mortgagor: Cajun Electric Power Cooperative, Inc.
10719 Airline Highway
Baton Rouge, Louisiana 70816

As to the Mortgagees: Bank:
Jackson Bank for Cooperatives
1800 E. County Line Road
Jackson, Mississippi 39157

The Government:
Rural Electrification Administration
United States Department
of Agriculture
14th and Independence Ave., S.W.
Washington, D.C. 20250

and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being the holder of any note or otherwise, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the Mortgagees. The Mortgagor or the Mortgagees may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address hereinabove given.

SECTION 5. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Mortgage shall not affect the validity of the remaining portions hereof, nor shall any such invalidity as to one Mortgagee or as to any holder of notes hereunder affect the rights hereunder of the other Mortgagee or any other holder of notes.

SECTION 6. Terms; Definition of Accounting Terms. The following terms in this Mortgage have the meanings assigned to them in the following respective provisions hereof:

Term

Mortgagor
Government

Provisions

First paragraph hereof
First paragraph hereof

Administrator	First paragraph hereof
Bank	First paragraph hereof
Mortgagees	First paragraph hereof
Outstanding REA Notes	First recital
Instruments Recital	First recital
Act	First recital
Prior REA Loan Agreement	First recital
REA Loan Agreement	First recital
Outstanding Bank Class II Notes	Second recital
Outstanding Bank Class IIA Notes	Second recital
Outstanding Bank Notes	Second recital
Existing Bank Loan Agreements	Second recital
Bank Loan Agreement	Second recital
Loan Agreements	Second recital
Existing Mortgage	Third recital
this Mortgage	witnesseth clause
Current REA Note	Seventh recital
Prepaid FFB Notes	Eighth recital
Substitute FFB Notes	Ninth recital
REA Guaranteed Private Lender Notes	Tenth recital
Additional REA Notes	Fourteenth recital
Additional REA Assumption Notes	Fourteenth recital
REA Notes	Fourteenth recital
Additional Bank Class II Notes	Sixteenth recital
Bank Class II Notes	Sixteenth recital
Bank Class II noteholder(s)	Sixteenth recital
Additional Bank Class IIA notes	Seventeenth recital
Bank Class IIA Notes	Seventeenth recital
Bank Class IIA noteholder(s)	Seventeenth recital
Additional Bank Notes	Eighteenth recital
Bank Notes	Eighteenth recital
Additional Notes	Nineteenth recital
notes	Nineteenth recital
Uniform Commercial Code	Twenty second recital
Mortgaged Property	Granting clause
noteholders	First paragraph, article II
Contemporaneous Loan	Section 4, article II
Standard	Section 6, article II
Maintenance Credit	Section 6, article II
Maintenance Deficit	Section 6, article II
Restricted Maintenance Fund	Section 6, article II
Long-Term Leases	Section 7, article II
Restricted Property	Section 7, article II
Uniform System of Accounts	Section 12, article II
Fiscal Date	Section 12, article II
TIER	Section 15, article II
DSC	Section 15, article II
distributions	Section 16, article II
cash distribution	Section 16, article II
Equity	Section 16, article II

Subordinated Indebtedness
events of default
security interest

Section 16, article II
Section 1, article III
Section 2, article V

Accounting terms not referred to above are used in this Mortgage in accordance with the meanings given them in the Uniform System of Accounts or, failing provision therefor in said System, the meanings given them by generally accepted accounting practices. Any reference herein to "directors" or "board of directors" shall be deemed to mean "trustees" or "board of trustees", as the case may be.

SECTION 7. Mortgage Deemed Security-Agreement. To the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code this Mortgage is hereby deemed a "security agreement" under the Uniform Commercial Code, and a "financing statement" under the Uniform Commercial Code for said security agreement. The mailing addresses of the Mortgagor as debtor, and of the Mortgagees as secured parties, are as set forth in section 4 of this article V. Without limiting the rights and remedies otherwise provided in this Mortgage or by applicable law, the Mortgagees shall have the rights and remedies given to secured parties under the Uniform Commercial Code with respect to such property.

SECTION 8. Indemnification by Mortgagor of Mortgagees. The Mortgagor agrees to indemnify and save harmless each of the Mortgagees against any liability or damages which either of them may incur or sustain in the exercise and performance of their powers and duties hereunder. For such reimbursement and indemnity, the Mortgagees shall be secured under this Mortgage in the same manner as the notes and all such reimbursements for expense or damage shall be paid to the Mortgagees incurring or suffering the same with interest at the rate specified in section 9 of article II hereof.

SECTION 9. Government as Noteholder. At all times when any note is held by the Government, or in the event the Government shall assign a note without having insured the payment of such note, this Mortgage shall secure payment of such note for the benefit of the Government or such uninsured holder thereof, as the case may be. Whenever any note insured by the Government may be sold to an insured purchaser, it shall continue to be considered a "note" as defined herein, but as to any such insured note the Government, and not such insured purchaser, shall be considered to be, and shall have the rights of, the noteholder for purposes of this Mortgage. Notice of the rights of the Government under the preceding sentence shall be set forth in all such insured notes. As to any note which may evidence a loan or loans guaranteed pursuant to the Act, the Government, and not the guaranteed lender or lenders, shall be considered to be, and shall have the rights of, the noteholder for purposes of this Mortgage.

SECTION 10. Definition of Administrator. Any reference herein to the Administrator shall be deemed to mean the Administrator of the Rural Electrification Administration or his duly authorized representative or any

other person or authority in whom may be vested the duties and functions which the Administrator is now or may hereafter be authorized by law to perform.

SECTION 11. Waiver of Production of Certificates. The production of any mortgage or conveyance certificate is hereby waived and the Notary is hereby relieved and released from all responsibility and liability in the premises for such non-production.

SECTION 12. Recordation of Notice of Assignment. To evidence further the assignments contained in this Mortgage, the Mortgagor and the Mortgagees have executed and delivered a notice of assignment complying with the requirements of Louisiana Revised Statutes- 9:3103 and have registered it in the parish of the registered office as shown on the records of the Louisiana Secretary of State.

SECTION 13. Governing Law. All questions relating to the validity, interpretation or performance of this Restated Mortgage and Security Agreement shall be determined in accordance with the laws of the State of Louisiana except to the extent that the federal laws of the United States of America govern and except as required by mandatory provisions of law and except to the extent that the validity or perfection of any security interest created hereby or remedies hereunder in respect of any particular part of the Mortgaged Property are governed by the laws of a jurisdiction other than the State of Louisiana.

SECTION 14. "As of" Date of Mortgage. For convenience of reference, this Mortgage shall be referred to as "Dated as of February 24, 1988" notwithstanding that it may have been actually passed on another date.

THUS DONE AND PASSED, on the date first above written, in the presence of the undersigned witnesses who have signed this Restated Mortgage and Security Agreement with the Cooperative, the Government, the Bank and me, Notary, after due reading of the whole.

CAJUN ELECTRIC POWER COOPERATIVE, INC.

By: M. W. Scanlan, Jr.
M. W. Scanlan, Jr.
President

By: David L. Mohre Elmer J. Puss
David L. Mohre Elmer J. Puss
General Manager and Secretary
~~Executive Vice President~~

UNITED STATES OF AMERICA

By: Jack Van Mark
Jack Van Mark
Acting Administrator

WITNESSES

Shawn Rafferty
Shawn Rafferty
John H. Vogel
John H. Vogel

JACKSON BANK FOR COOPERATIVES

By: Gary D. Dorminey
Gary D. Dorminey
Senior Vice President

Margaret C. Barnes
Notary Public

My Commission Expires September 14, 1990

DISTRICT OF COLUMBIA

CITY OF WASHINGTON

On this 23 day of February, 1988, before me, the undersigned Notary Public, appeared M. W. Scanlan, Jr. and ~~David L. Mohr~~ ^{Elmer J. Poir}, each to me personally known, who, being by me duly sworn, did say that they are, respectively, the President and the ~~Executive Vice President and General Manager~~ ^{Secretary} of Cajun Electric Power Cooperative, Inc. (the "corporation"), a corporation organized and existing under the laws of the State of Louisiana, and that said instrument was signed on behalf of the corporation, by authority of its Board of Directors; and said M. W. Scanlan, Jr. acknowledged this instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand in the City and District aforesaid, the day and year first above written.

Margaret C. Barnes

Notary Public

My term expires My Commission Expires September 14, 1990

DISTRICT OF COLUMBIA

CITY OF WASHINGTON

On this 23 day of February, 1988, before me, the undersigned Notary Public, appeared Gary D. Dorminey, to me personally known, who, being by me duly sworn, did say that: (1) he is the Senior Vice President of Jackson Bank for Cooperatives (the "Bank"), a corporation organized and existing under the laws of the United States of America, (2) that the foregoing instrument was signed and sealed on behalf of the Bank by authority of its Board of Directors; and did acknowledge this instrument to be the free act and deed of the Bank.

IN WITNESS WHEREOF, I have hereunto set my hand in the City and District aforesaid, the day and year first above written.

Margaret C. Barnes

Notary Public


My term expires My Commission Expires September 14, 1990

DISTRICT OF COLUMBIA

CITY OF WASHINGTON

On this 23 day of February, 1988, before me, the undersigned Notary Public, appeared Jack Van Mark, to me personally known, who, being by me duly sworn, did say that he is the ~~Acting~~ Administrator of the Rural Electrification Administration, an agency of the United States of America, and that the foregoing instrument was signed on behalf of the United States of America, by virtue of authority granted under 7 U.S.C. § 901 et seq., and said Jack Van Mark acknowledged this instrument to be the free act and deed of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.


Notary Public

My term expires My Commission Expires September 14, 1990

EXHIBIT A

Outstanding REA Notes:

A. Notes evidencing loans made by the Government.

<u>Maker</u>	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>REA Designation</u>
1. Louisiana <u>1</u> / Electric Cooperative, Inc.	USA	\$ 1,000,000.00	11/01/68	11/01/2003	REA 3010
2. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	10/02/69	10/02/2004	REA 3020
3. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	02/04/70	02/04/2005	REA 3030
4. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	06/10/70	06/10/2005	REA 3040
5. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	07/11/70	07/11/2005	REA 3050
6. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	09/25/70	09/25/2005	REA 3060

1/ Louisiana Electric Cooperative, Inc. is now Cajun Electric Power Cooperative, Inc.

<u>Maker</u>	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/ year)</u>	<u>Dates of Final Matur- ity (month/ day/year)</u>	<u>REA Designation</u>
7. Louisiana Electric Cooperative, Inc.	USA	\$ 5,000,000.00	11/30/70	11/30/2005	REA 3070
8. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	03/01/71	03/01/2006	REA 3080
9. Louisiana Electric Cooperative, Inc.	USA	\$ 5,000,000.00	04/01/71	04/01/2006	REA 3090
10. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	07/01/71	07/01/2006	REA 3100
11. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	09/23/71	09/23/2006	REA 3110
12. Louisiana Electric Cooperative, Inc.	USA	\$ 2,000,000.00	03/17/72	03/17/2007	REA 3120
13. Louisiana Electric Cooperative, Inc.	USA	\$ 2,500,000.00	07/21/72	07/21/2007	REA 3130
14. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	09/25/74	09/25/2009	REA 3140
15. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	03/05/76	03/05/2011	REA 3150

	<u>Maker</u>	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/ year)</u>	<u>Dates of Final Matur- ity (month/ day/year)</u>	<u>REA Designation</u>
16.	Louisiana Electric Cooperative, Inc.	USA	\$11,417,100.00	03/04/77	03/04/2012	REA 3160
17.	Cajun Electric Power Cooperative, Inc.	USA	\$ 100,000.00	12/18/80	12/18/2015	REA 131-70
18.	Cajun Electric Power Cooperative, Inc.	USA	\$ 1,008,109.62	01/01/80	03/14/2003	REA 4210
19.	Cajun Electric Power Cooperative, Inc.	USA	\$ 1,065,200.00	01/01/80	03/15/2013	REA 14220
20.	Cajun Electric Power Cooperative, Inc.	USA	\$ 1,292,621.59	01/01/80	12/05/2013	REA 14200
21.	Cajun Electric Power Cooperative, Inc.	USA	\$ 280,146.00	01/01/80	12/16/2009	REA 14180
22.	Cajun Electric Power Cooperative, Inc.	USA	\$ 448,473.01	01/01/80	10/15/2011	REA 14190

- B. Notes evidencing loans made by the Jackson Bank for Cooperatives, formerly the New Orleans Bank for Cooperatives (the "Bank"), the repayment of which is guaranteed by the Government. 2/

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>REA Designation</u>	<u>Bank Designation</u>
1.	Bank	\$229,000,000	03/04/77	01/01/2011	NOBC 4681	T-4681
2.	Bank	\$140,000,000	04/07/80	01/01/2015	NOBC 5194	T-5194
3.	Bank	\$ 65,000,000	03/07/84	12/31/1999	NOBC 5886	T-5886
4.	Bank	\$150,000,000	03/07/84	12/31/2016	NOBC 5897	T-5897

- C. Notes evidencing loans made by the Federal Financing Bank ("FFB"), the repayment of which is guaranteed by the Government. 2/

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>REA Designation</u>	<u>Project Identification Numbers</u>
1.	FFB	\$400,000,000	03/04/77	12/31/2017	REA 76	LA 30-B8*
2.	FFB	\$312,000,000	12/12/79	12/31/2017	REA 147	LA 30-C8*
3.	FFB	\$ 23,158,000	06/27/80	12/31/2021	REA 163	LA 30-D8*
4.	FFB	\$588,223,000	11/12/80	12/31/2017	REA 180	LA 30-E8*
5.	FFB	\$300,000,000	05/12/81	12/31/2017	REA 197	LA 30-G8*
6.	FFB	\$930,000,000	10/25/82	12/31/2019	REA 249	LA 30-H8*
7.	FFB	\$495,000,000	11/28/83	12/31/2016	REA 263	LA 30-K8*
8.	FFB	\$200,000,000	02/24/86	12/31/2020	REA 316	LA 30-L8

2/ Pursuant to Article V Section 9 of the Mortgage, the Government, not the Bank, for Notes B 1-4 or the FFB for Notes C 1-8, is the secured party hereunder and has the rights of the noteholder for purposes of this Mortgage.

* Notes 1 through 7, inclusive, of Section C, are "Prepaid FFB Notes".

6397c

EXHIBIT B

To Supplemental Mortgage
and Security Agreement
by Cajun Electric Power Cooperative, Inc.

I

RIVER BEND NUCLEAR FACILITY**(West Feliciana Parish)**

An undivided thirty (30%) percent interest in and to the following described Parcels A, B, and C, together with all plants, works, structures, erections, buildings, fixtures and other improvements now or hereafter located thereon, and all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, said Parcels being described as follows:

PARCEL A

A certain tract or parcel of land containing 288.48 acres of land and being a part of Sections 57, 58 and 63, Township 3 South, Range 2 West, Parish of West Feliciana, Louisiana, said 288.48 acre tract of land being a circle with a 2000 foot radius is described as follows:
Beginning at a concrete monument with a brass disc stamped Gulf States Utilities 19, located at the southeast corner of that certain 54.15 acre tract of land purchased by Gulf States Utilities Company from Eula Powell Breidenbach of which deed is dated January 21, 1974 and is recorded in Conveyance Book 64, Folio 380, of the Deed Records of West Feliciana Parish, Louisiana, said monument has Gulf States Utilities Company's local grid coordinates value of N 18,529.66, E 19,281.92;
THENCE S 9 degrees 27' 23.136" W (Grid bearing S 45 degrees 42' 53.136" W) 2111.99 feet to the center of the above mentioned 288.48 acre tract of land, said center having Gulf States Utilities Company's coordinates of N 17,055.00, E 17,770.00.

PARCEL B

A certain tract or parcel of land located in Sections 45 and 66, Township 4 South, Range 2 West, West Feliciana Parish, Louisiana:

Commencing at a point common to the intersection of Sections 66 and 67, Township 4 South, Range 2 West, with the left bank of the Mississippi River, said point being described in that

certain act of transfer from C. W. Phillips and Tom Phillips to Gulf States Utilities Company, dated August 4, 1970, recorded Original No. 10053 records of West Feliciana Parish, Louisiana, said point has Gulf States Utilities Company local grid coordinates value of N 12,233.10, E 6,182.53;

THENCE Grid Bearing N 8 degrees 51' 48" E, up the said left bank of the Mississippi River, 1,365.43 feet to a point of which Gulf States Utilities Company's coordinates are N 13,582.30, E 6,392.91;

THENCE Grid Bearing S 64 degrees 48' 20" E, 445 feet to a point of which Gulf States Utilities Company's coordinates are N 13,392.86, E 6,795.58;

THENCE Grid Bearing S 32 degrees 18' 20" E, 912.04 feet to a point of which Gulf States Utilities Company's coordinates are N 12,622.00, E 7,283.00;

THENCE Grid Bearing S 65 degrees 14' 31" E, 188.78 feet to a point of which Gulf States Utilities Company's coordinates are N 12,542.94, E 7,454.43;

THENCE Grid Bearing S 24 degrees 59' 35" W, at 140 feet the centerline of Gulf States Utilities Company River Access Road and beginning point for Parcel "C" continuing Grid Bearing S 24 degrees 59' 35" W a total distance of 280 feet to a point of which Gulf States Utilities Company's coordinates are N 12,289.16, E 7,336.13;

THENCE Grid Bearing N 65 degrees 20' 10" W, 208.13 feet to a point of which Gulf States Utilities Company's coordinates are N 12,376.00, E 7,147.00;

THENCE Grid Bearing N 88 degrees 39' 27" W, 384.11 feet to a point of which Gulf States Utilities Company's coordinates are N 12,385.00, E 6,763.00;

THENCE Grid Bearing S 75 degrees 20' 33" W, 600 feet to a point of beginning and containing 21.65 acres of land.

PARCEL C

A certain tract or parcel of land located in Sections 45 and 66, Township 4 South, Range 2 West and Sections 58, 62 and 63, Township 3 South, Range 2 West, West Feliciana Parish, Louisiana, and being 150 feet on each side of the following described centerline:

Beginning at a point in the centerline of the Gulf States Utilities Company River Access Road, at Gulf States Utilities Company's coordinates of N 12,416.05, E 7,395.28, said point also being mentioned in Parcel "B" of this instrument;

THENCE with the centerline of said Gulf States Utilities Company Road and with the following grid courses;

THENCE S 65 degrees 00' 25" E, 115.53 feet to a point of a curve, said point has Gulf States Utilities Company's coordinates of N 12,367.24, E 7,499.99;

THENCE with a 1 degree curve to the left 299.30 feet to the point of tangent, said point has Gulf States Utilities Company's coordinates of N 12,247.93, E 7,774.44;

THENCE S 68 degrees 00' 00" E, 2,167.79 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 11,435.86, E 9,784.38;

THENCE with a 5.75 degree curve to the left 852.17 feet to the point of tangent, said point has Gulf States Utilities Company's coordinates of N 11,471.91, E 10,610.03;

THENCE N 63 degrees 00' 00" E, 2,120.73 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 12,434.70, E 12,499.62;

THENCE with a 5.75 curve to the left 573.91 feet to a point of tangent, said point has Gulf States Utilities Company's coordinates of N 12,824.31, E 12,910.19;

THENCE N 30 degrees 00' 00" E, 2,606.19 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 15,081.34, E 14,213.28;

THENCE with a 5.75 degree curve to the right 591.30 feet to a point of tangent, said point has Gulf States Utilities Company's coordinates of N 15,478.72, E 14,639.43;

THENCE N 64 degrees 00' 00" E, 1,279.51 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 16,039.62, E 15,789.44;

THENCE with a 5.5 degree curve to the right 228.25 feet to a point of termination on a 2000 foot arc line of which the center is at Gulf States Utilities Company's coordinates of N 17,055.00, E 17,770.00 and being the center of that certain 288.48 acre tract mentioned in Parcel "A" of this instrument, said point has Gulf States Utilities Company's coordinates of N 16,116.50, E 16,003.87 and containing 74.62 acres of land.

BIG CAJUN I.

(Pointe Coupee Parish)

(1) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed, dated December 26, 1968, executed and delivered by Richard S. Glynn, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of the Parish of Pointe Coupee in the State of Louisiana, on December 27, 1968, in CB 81 No. 69, as amended by a certain correction deed, dated May 28, 1969, executed and delivered by Richard S. Glynn, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of the Parish of Pointe Coupee in the State of Louisiana, on May 29, 1969, in CB 84 No. 66, which property is more particularly described as follows:

A certain tract of land located in the Parish of Pointe Coupee, State of Louisiana, Sections 16 and 17, T4S-R11E and Section 91, T5S-R11E, on the West bank of the Mississippi River, being a portion of a tract known as "NINA PLANTATION", and more particularly described as Tract "A" and Tract "B" as follows:

Tract "A" - Beginning at a point on the West right-of-way line of La. State Hwy. 414 and 415, which point lies North 40°02'35" East 232.60 feet; South 30°40'55" East, 415.38 feet; South 12°09'55" East, 3054.34 feet; South 75°59'05" West, 31.02 feet from P. B. M. 162/d at Anchor, La., said point being the Northeast corner of Tract "A"; thence South 75°59'05" West, 1,300.27 feet; thence South 76°45'05" West, 276.83 feet; thence South 65°35'05" West, 318.25 feet to the Northwest corner of said Tract "A"; thence South 30°37'55" East, 451.28 feet; thence South 58°02'55" East, 136.43 feet; thence South 28°19'55" East, 244.00 feet; thence South 45°37'55" East, 111.00 feet; thence South 21°06'25" East, 93.00 feet; thence South 0°09'25" East, 234.00 feet; thence South 25°30'25" East, 184.00 feet; thence South 52°50'55" East, 446.00 feet; thence South 65°42'55" East, 188.00 feet; thence South 38°59'55" East, 238.00 feet; thence North 71°14'35" East, 237.00 feet; thence South 84°50'25" East, 211.00 feet; thence South 6°59'35" West, 177.00 feet; thence South 45°41'55" East, 93.00 feet; thence North 72°06'05" East, 89.00 feet; thence North 29°02'05" East, 96.00 feet; thence North 18°02'05" East, 105.00 feet; thence North 69°34'05" East, 74.00 feet; thence South 59°25'25" East, 133.00 feet; thence South 65°24'55" East, 192.70 feet to a point on the West right-of-way line of La. State Hwy. 414 and 415, said point being the Southeast corner of said Tract "A"; thence North 12°09'55" West along the West right-of-way line of La. State Hwy. 414 and 415, 2,431.12 feet to the point of beginning, said Tract "A" containing 75.507 acres.

Tract "B" - Beginning at a point on the East right-of-way line of La. State Hwy. 414 and 415, which point lies South 12°09'55" East, 449.58 feet and North 68°45'05" East, 54.69 feet from the Northeast corner of Tract "A", said point being the Northwest corner of Tract "B", thence North 68°45'05" East, 1,671.23 feet to the average low water plane of the Mississippi River and Northeast corner of Tract "B", thence South 10°24'16" East, 1,126.05 feet parallel to the Mississippi River, to the Southeast corner of Tract "B", thence South 68°45'05" West, 1,636.20 feet to a point on the East right-of-way line of La. State Hwy. 414 and 415, said point being the Southwest corner of Tract "B", thence North 12°09'55" West along the East right-of-way of La. State Hwy. 414 and 415, 1,120.00 feet to the point of beginning, said Tract "B" containing 41.988 acres, said Tract "B" being subject to levee right-of-way and such rights as are owned by Atchafalaya Basin Levee District and United States of America.

NEW ROADS ENERGY CONTROL CENTER.

(Pointe Coupee Parish)

(2) A certain tract of parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain act of Sale with Mortgage dated February 17, 1972, executed and delivered by Hewitt J. Fontaine and Bobby G. Fulmer, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, in the State of Louisiana, on February 17, 1972, in Conveyance Book 102, Entry number 97, which property is more particularly described as follows:

A certain lot or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, in FAIRFIELD ESTATES : SUBDIVISION, which subdivision is fully shown on a map of survey thereof made by W. J. Cointment, Registered Land Surveyor, dated April 5, 1969, which map is annexed to an act recorded under Entry No. 156 of Book 84 of the conveyance records of Pointe Coupee Parish, Louisiana. The lot or parcel of land herein described and conveyed is further shown and described on a map of survey thereof made by W. J. Cointment, Registered Land Surveyor, dated October 9, 1971, a copy of which map of survey is annexed to an act of sale with mortgage dated February 17, 1972, recorded in Book 86, No. 90 of the Mortgage records of Pointe Coupee Parish, State of Louisiana. Said lot or parcel of land has a front of 549.91 feet on the north right of way limits of Louisiana Highway No. 1 which runs along False River, a depth on its west boundary line of 560.10 feet, a depth on its east boundary line of 510.00 feet and having a width on its north

boundary line of 563.76 feet and being bounded as follows: in front or South by said north right of way limits of La. Highway No. 1; in the rear or North by the south right of way limits of a 60-foot-wide street shown on said map of survey; on the West by the east right of way limits of Fairfield Avenue and on the East by property belonging to Hewitt J. Fontaine.

Said lot or parcel of land was allotted to Hewitt J. Fontaine and Bobby G. Fulmer in an act of partition with Lance J. Lemoine dated October 24, 1969, filed and recorded October 25, 1969 under Entry No. 118 of Book 87 of the conveyance records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT:

(A) A portion of said tract or parcel of land sold by Cajun Electric Power Cooperative, Inc., to Pointe Coupee Electric Membership Corporation; as described in a certain deed, executed as of June 17, 1982, and recorded in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, State of Louisiana, on June 17, 1982, in Conveyance Book 230, Entry Number 135, which portion is more fully described as follows:

A certain tract or parcel of land together with all of the improvements, rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Sections 50 and 51, Township 4 South, Range 10 East, Southeastern Land District, Parish of Pointe Coupee, State of Louisiana; all as shown as TRACT A-1 on the Plat of Survey prepared by Rohan B. LaFleur, Registered Land Surveyor, dated April 16, 1980, a copy of which is attached to Act of Sale with Assumption of Mortgage filed in Conveyance Book 230, Entry No. 135, and Mortgage Book 140, Entry No. 79, on June 17, 1982, in the records of the Parish of Pointe Coupee, State of Louisiana, the boundary lines of said parcel of land being more particularly described as follows:

Commence at a point which is the Eastern corner of Fairfield Avenue and Louisiana Highway 1 which point is the POINT OF BEGINNING; thence proceed North 45 degrees 36 minutes 54 seconds East, along said Louisiana Highway 1, a distance of 378.22 feet to a point and corner; thence proceed North 42 degrees 17 minutes 47 seconds West a distance of 279.08 feet to a point and corner; thence proceed South 47 degrees, 42 minutes, 13 seconds West a distance of 51.84 feet to a point and corner; thence proceed North 42 degrees, 17 minutes, 47 seconds West a distance of 250.06 feet to a point and corner; thence proceed South 50 degrees 50 minutes 10 seconds West a distance of 301.79 feet to

a point and corner; thence proceed South 39 degrees, 45 minutes, 35 seconds East along said Fairfield Avenue, a distance of 559.97 feet to a point and POINT OF BEGINNING, said tract containing 4.26 acres, more or less; and

(B) Those properties or interests therein previously conveyed by Mortgagor in those acts enumerated in Section (a) of Schedule 1 to this Exhibit B.

III

BIG CAJUN II.

(Pointe Coupee Parish)

(3) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed, dated July 15, 1974, executed and delivered by Rex E. Callicott, et ux, as grantor, to the Mortgagor, as grantee, and recorded in CB 117, Entry 173, of the Parish of Pointe Coupee in the State of Louisiana, on July 17, 1974, which property is more particularly described as follows:

FIRST: A certain tract or parcel of land, together with all the buildings and improvements thereon and all the rights, ways privileges, servitudes (both liberative and acquisitive) and advantages thereunto belonging or in anywise appertaining, including the batture in front thereof, the said tract or parcel of land being more particularly described as follows:

A certain tract or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, comprising a portion of fractional Section 3, all of fractional Section 4, all of fractional Section 5, a portion of fractional Section 6, all of fractional Section 37, a portion of fractional Section 38, all in Township 4 South, Range 11 East, and bounded as follows: on the north in part by the land of Antoine Langlois and in part by the Mississippi River; on the east in part by the Mississippi River and in part by land now or formerly of Burgin Brothers; on the south by Section 35, Township 4 South, Range 11 East; and west by land of Antoine Langlois; said tract of land is shown on a plat of survey made by S. N. Garrett, Parish Surveyor, on May 10, 1938, and is attached to an act of partition between Antoine Langlois and Ben W. Cook, recorded in Conveyance Book P, Entry No. 1452, Conveyance Records of the Parish of Pointe Coupee, Louisiana.

LESS AND EXCEPT:

(A) That certain strip of land containing 23.83 acres, more or less, and designated on said plat of survey herein referred to as "Formerly Delphine Fortune."

Said tract as hereinabove described containing 1636.97 acres, more or less, together with the acreage contained in the batture belonging to the said hereinabove described tract of land.

(B) Those properties or interests therein previously conveyed by Mortgagor in those acts enumerated in Section (b) of Schedule 1 to the Exhibit B.

SECOND: A certain tract or parcel of land, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes (both liberative and acquisitive) and advantages thereunto belonging or in anywise appertaining, including the batture in front thereof, the said tract or parcel of land being more particularly described as follows:

A certain tract or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River, together with all batture rights, lying and being in the north by what is commonly known as "Preston Plantation", now the property of Ben W. Cook; east by the Mississippi River; south by what is commonly known as "Taylor Plantation," now the property of Ben W. Cook, and west by Section 38, Township 4 South, Range 11 East, said tract being designated as "Formerly Delphine Fortune" on a plat of survey made by S. N. Garrett, Parish Surveyor, on May 10, 1938, and which plat is attached to an act of partition between Antoine Langlois and Ben W. Cook, recorded in Book P, Entry No. 1452, Conveyance Records of the Parish of Pointe Coupee, Louisiana, reference to which plan is made for greater certainty of description. Said tract as herein described contains 23.83 acres, more or less.

THIRD: A certain tract or parcel of land, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes (both liberative and acquisitive) and advantages thereunto belonging or in anywise appertaining, including the batture in front thereof, the said tract or parcel of land being more particularly described as follows:

A certain tract or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and having a front of one and five-eighths (1 & 5/8)

arpents, more or less, by a depth of forty (40) arpents, more or less, and being bounded in front by the Mississippi River, on one side by property of Benjamin W. Cook, deceased, and on the other side by property of James C. Roberts.

The properties hereinabove described "FIRST", "SECOND" AND "THIRD" being the same property acquired by Rex E. Callicott from Atelia Bertrand and Voochries Bertrand by act of sale dated September 9, 1948, recorded as Entry No. 231 in COB 22, of the official records of the Parish of Pointe Coupee, Louisiana.

LESS AND EXCEPT:

ONE CERTAIN TRACT OR PARCEL OF LAND together with all improvements, rights of ways, privileges, servitudes, easements and advantages thereunto belonging or in anyway appertaining situated in Section 3, Township 4 South, Range 11 East, Parish of Pointe Coupee, State of Louisiana containing TEN (10) ACRES more or less, designated as TRACT A as more fully described on a Plat of Survey of said Property prepared by Daryl B. Patin, Registered Land Surveyor No. 2963 and Dated September 24, 1985, a certified copy dated October 8, 1985 of which has been marked "Exhibit-A" and attached to a certain partial release of mortgaged property, dated January 29, 1986 and recorded in Mortgage Book 175 Entry No. 122 in Pointe Coupee Parish, said Property being more fully described as follows:

From a point marking the Southwest corner of Section 38 in Township 4 South, Range 11 East proceed N 27° 42' 53" E, along Cajun Electric Power Cooperative, Inc.'s West property line a distance of 8554.645 feet to a point intersecting the South right-of-way limits of State Route LA 981 which is the point of beginning; from this point proceed along said South right-of-way limits of State Route LA 981, S 62° 56' 29" E a distance of 650 feet to a point and corner; thence proceed S 27° 42' 53" W a distance of 673.92 feet to a point and corner; thence proceed N 62° 17' 07" W a distance of 649.96 feet to a point and corner; thence proceed N 27° 42' 53" E a distance of 666.48 feet to the point of beginning, containing in all TEN (10) ACRES more or less and being a portion of the same property acquired by the Grantor on July 15, 1974 by Act of Cash Sale duly recorded in the Clerk of Court's office for the Parish of Pointe Coupee in Conveyance Book Number 117, Entry Number 173 on July 17, 1974.

BIG CAJUN II RAIL CORRIDOR

(Pointe Coupee Parish)

(4) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed executed and delivered by Ruth Bennett Desselle, a divorcee, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Court of the Parish of Pointe Coupee, in the State of Louisiana, on February 12, 1976, in Conveyance Book 130, Entry No. 139, which property is more particularly described as follows:

One (1) certain tract or parcel of land containing 23.79 acres together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, said tract or parcel of land being situated in Section 35, T-4-S, R-11-E, Parish of Pointe Coupee, State of Louisiana, said tract being more particularly shown on a plat entitled "Survey of a Portion of the Bennett Estate Located in Section 35, T-4-S, R-11-E, Parish of Pointe Coupee, La. for Cajun Electric Power Cooperative, Inc." by Alfred B. Williams, L.S., (hereinafter, "plat"), said tract being described on said plat as follows to wit:

Start at an iron pipe which marks the intersection of Sections 34, 35 and 37, T-4-S, R-11-E, Parish of Pointe Coupee, State of Louisiana (said point being marked "X" on the aforesaid plat) for a point of beginning, and go S 28°45' E a distance of 1,726.38 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) and corner; thence proceed S 72°03' W a distance of 1,006.47 feet to a concrete monument (said concrete monument being marked "B" on the aforesaid plat) and corner; thence proceed along a curved line a distance of 86.13 feet to a concrete monument (said concrete monument being marked "C" on the aforesaid plat) and corner; thence proceed N 00°08' E a distance of 1,109.99 feet to a concrete monument (said concrete monument being marked "D" on the aforesaid plat) and corner; thence proceed N 14°30' E a distance of 792.0 feet to an iron pipe (said iron pipe being marked "X" on the aforesaid plat) back to the point of beginning. Being a portion of the same property acquired by Ruth Bennett Desselle, Virginia Bennett Ackerman and Nella Bennett Zanger herein by Judgment of Possession rendered in proceedings entitled "Succession of Mrs. Annie Gray Harrell Bennett",

Probate No. 7486 of the 18th Judicial District Court, Parish of Pointe Coupee, State of Louisiana, the said Judgment of Possession being recorded in Conveyance Book 33, Entry No. 3401 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana; being a portion of the same property acquired by Gordon Harrell Bennett and Stephen Foster Bennett herein by Judgment of Possession rendered in proceedings entitled "Succession of James Gordon Bennett", Probate No. 2934 of the 30th Judicial District Court, Parish of Beauregard, State of Louisiana, a certified copy of said Judgment of Possession being recorded in Conveyance Book 100, Folio 85 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana; and being a portion of the same property acquired by Steven Gray Langlois herein by Judgment of Possession rendered in proceedings entitled "Succession of Mrs. Ellen Gray Bennett Langlois", Probate No. 24,214 of the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana, a certified copy of said Judgment of Possession being recorded in Conveyance Book 88 folio 203 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana.

(5) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed, dated February 18, 1976, executed and delivered by Hazel Langlois Powers, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Court of the Parish of Pointe Coupee in the State of Louisiana, on February 23, 1976, in Conveyance Book 130, Entry 210, which property is more particularly described as follows:

One (1) certain tract or parcel of land containing 54.76 acres, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, said tract or parcel of land being situated in Sections 86 and 87, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana, said tract being more particularly shown on a plat entitled "Survey of a Portion of the Hazel Langlois Powers Property Located in Sections 86 and 87, T-4-S, R-10-E, Parish of Pointe Coupee, Louisiana, For Cajun Electric Power Cooperative, Inc." dated July 16, 1975, prepared for Cajun Electric Power Cooperative, Inc. by Alfred B. Williams, L.S., (hereinafter, "plat"), said tract being described on said plat as follows to wit:

Start at an iron pipe which marks the extreme southwest corner of Section 87, T-4-S, R-10-E, and the extreme southeast corner

of Section 88, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana (said point being marked "X" on the aforesaid plat) and go S 67°33' E a distance of 625.70 feet to a point and corner; thence proceed S 62°30' E a distance of 171.77 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) for a point of beginning; thence proceed N 26° 28' E a distance of 1,863.19 feet to a concrete monument (said concrete monument being marked "B" on the aforesaid plat) and corner; thence proceed along a curved line a distance of 810.41 feet to a concrete monument (said concrete monument being marked "C" on the aforesaid plat) and corner; thence proceed S 00°08'W a distance of 1,222.13 feet to a concrete monument (said concrete monument being marked "D" on the aforesaid plat); thence proceed S 00° 00' E a distance of 1,657.62 feet to a concrete monument (said concrete monument being marked "E" on the aforesaid plat) and corner; thence proceed N 70° 31' W a distance of 330.50 feet to a concrete monument (said concrete monument being marked "F" on the aforesaid plat) and corner; thence proceed N 62°30' W a distance of 1,247.83 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) back to the point of beginning.

Being the same property acquired by Hazel Langlois Powers in a Tax Sale dated the 5th day of January, 1935, and recorded in Conveyance Book I, Entry No. 3086 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana, and in an Act of Partition dated the 1st day of February, 1952, and recorded in Conveyance Book 33, Entry No. 320 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana.

(6) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed executed and delivered by Joseph Philibert Gosserand, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of the Parish of Pointe Coupee, in the State of Louisiana, on September 25, 1975, in Conveyance Book 127, Entry No. 115, which property is more particularly described as follows:

One (1) certain tract or parcel of land containing 173.22 acres, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, said tract or parcel of land being situated in Sections 31 and 32, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana, said tract being more particularly shown on a plat entitled "Survey of a Portion of the Gosserand Estate Located in Sections 31 and 32,

T-4-S, R-10-E Parish of Pointe Coupee, Louisiana for Cajun Electric Cooperative, Inc." dated June 23, 1975, prepared for Cajun Electric Cooperative, Inc. by Alfred B. Williams, L.S.(hereinafter "plat"), said tract being described on said plat as follows to wit:

Start at a two and one-half (2-1/2") inch iron pipe which marks the extreme southeast corner of Section 88, T-4-S, R-10-E and the extreme southwest corner of Section 87, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana (said point being marked "X" on the aforesaid plat) and go S 67°33'00" E a distance of 491.7 feet to a concrete monument (said monument being marked "A" on the aforesaid plat) for a point of beginning; thence proceed S 67°33'00" E a distance of 134.00 feet to a concrete monument (said concrete monument being marked "B" on the aforesaid plat) and corner; thence proceed S 62°30'00" E a distance of 1072.64 feet to a concrete monument (said concrete monument being marked "C" on the aforesaid plat) and corner; thence proceed S 22°32'58" W a distance of 7614.65 feet to a concrete monument (said concrete monument being marked "D" on the aforesaid plat) and corner; thence proceed N 61°55'34" W a distance of 783.64 feet to a concrete monument (said concrete monument being marked "E" on the aforesaid plat) and corner; thence proceed N 19°22'47" E a distance of 7643.23 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) back to the point of beginning.

Being the same property acquired by the Mortgagor's grantors by Judgment of Possession rendered in proceedings entitled "Succession of Mrs. Lillian Cazayoux Gosserand", Probate No. 10,575 of the 18th Judicial District Court, Parish of Pointe Coupee, State of Louisiana, the said Judgment of Possession being recorded in Conveyance Book 96, Folio 195 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana.

LESS AND EXCEPT a portion of said tract or parcel of land containing 8.15 acres and more particularly described as follows: Commencing at a point where the property line common to U. Pourciau and Cajun Electric Power Cooperative, Inc. intersects the North right of way limits of State Route LA 413, approximately 0.6 miles Southeast of the Town limits of the Town of New Roads, LA; thence proceed along said property lines North 19 degrees 22' 47" East a distance of 522.16 feet to a point marking the Northwest corner of the tract of land being described; thence along the arc of a curve to the right having a radius of 5,679.65 feet, the long chord of which bears South 52 degrees 35' 29" East, a distance of 436.36 feet (a distance of 436.46 feet) to a point; thence South 50 degrees 23' 23" East, a

distance of 404.93 feet to a point marking the Northeast corner of the tract of land being described; thence South 22 degrees 32' 58" West, a distance of 366.10 feet to a point marking the Southeast corner of the tract of land being described; thence North 61 degrees 55' 34" West along the North right of way limits of State Route LA 413, a distance of 783.64 feet, to the point of beginning.

LESS AND EXCEPT: Those properties or interests therein previously conveyed by Mortgagor in those acts enumerated in Section (b) of Schedule 1 to this Exhibit B.

IV

OTHER REAL ESTATE

QUINTON MICROWAVE TOWER SITE.

(Pointe Coupee Parish)

(7) A certain parcel or tract of land, consisting of 3.995 acres, more or less, situated in Section 12, Township 3 South, Range 8 East, in the Parish of Pointe Coupee, State of Louisiana, and being more particularly described as follows: Commence at a point on the South right of way line of Louisiana State Highway 419, which point is on the East bank of a canal, for a POINT OF BEGINNING; thence run North 70 degrees 46' East a distance of 400 feet to a point; thence run South 19 degrees 14' East a distance of 435 feet to a point; thence run South 70 degrees 46' West a distance of 400 feet to a point; thence run North 19 degrees 14' West a distance of 435 feet to a point; the actual POINT OF BEGINNING.

HEADQUARTERS BUILDING AND SITE.

(East Baton Rouge Parish)

(8) A certain tract or parcel of land designated as Lot 188B in Southpark Subdivision second filing, in the Parish of East Baton Rouge, State of Louisiana, more particularly described as follows: Beginning at a point which is the southeast corner of the intersection of Airline Highway and Alco Avenue; thence in a southeasterly direction along the eastern right of way line of Airline Highway, a distance of 545 feet to a point and point of beginning; thence in a northeasterly direction North 51 degrees 52 minutes 24 seconds East along the property line common to Lots 187 and 188A, a distance of 520.07 feet to a point and corner; thence due South along the East property line of Lot 195, a distance of 275.46 feet to a point

marked by an iron pipe; thence continuing due South a distance of 296.59 feet to an iron pipe and corner; thence North 38 degrees 7 minutes 36 seconds West, a distance of 300 feet to an iron pipe and corner; thence in a southwesterly direction, South 51 degrees 52 minutes 24 seconds West a distance of 166.88 feet to a point and corner; thence in a northwesterly direction along the eastern right of way line of Airline Highway, a distance of 150.00 feet to a point and point of beginning, said tract of land containing 2.8217 acres, more or less, being more particularly shown on a plat of survey made by Ray E. Ingram, Registered Land Surveyor, dated September 23, 1980, as acquired by the Mortgagor by Act of Sale from the Industrial Development Board of the Parish of East Baton Rouge, Louisiana dated July 29, 1982, recorded in East Baton Rouge Parish, Orig. 379, Bundle 9511.

HEADQUARTERS RESERVE SITE.

(East Baton Rouge Parish)

(9) A certain tract or parcel of land designated as Lot B-1, Southpark Subdivision, second filing, Parish of East Baton Rouge, State of Louisiana, more particularly described as follows: One (1) certain lot or parcel of ground, together with all of the rights, ways, privileges, servitudes; appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, and being more particularly shown on the "Map Showing Survey of a Resubdivision of Lot B, Southpark, into Lots B-1 and B-2", prepared by Raul S. Gonzalez, C.E. and Surveyor, dated 8/4/76, a copy of which is attached to that Cash Sale dated June 28, 1979, recorded as Original 816, Bundle 9327, in the official records of East Baton Rouge Parish, Louisiana, and being more particularly described and designated on said map as LOT B-1, said Southpark Subdivision, second filing, containing 2.6636 acres; said lot measuring a total of 246.45 feet front on the westerly side of Southpark Drive, by a depth on its northerly sideline of 496.08 feet, by a depth on its southerly sideline of 457.31 feet, and measuring 243.39 feet across its rear or westerly line, being subject to a 15 foot servitude across its rear or westerly line, a 7.5 foot servitude along its northerly sideline, and a 5 foot sidewalk servitude and a 25 foot building setback line across its front or easterly line, all as shown on said recorded map; being the same property acquired by Cajun Electric Power Cooperative, Inc., by Cash Sale dated June 28, 1979, and recorded as Original 816, Bundle 9327, and in Conveyance Book 2731, folio 196, of the official records of the Clerk and Recorder in and for the Parish of East Baton Rouge, State of Louisiana.

ZACHARY MICROWAVE SITE.

(East Baton Rouge Parish)

(10) A certain parcel or tract of land, consisting of 11.82 acres, more or less, situated in Section 74, Township 5 South, Range 1 West, in the Parish of East Baton Rouge, State of Louisiana, and being more particularly described as follows, to wit: Commence at a concrete monument which is on the North property line of the former Cheley Carpentar property, thence run North 82 degrees 34 minutes 05 seconds West a distance of 855.68 feet to the actual POINT OF BEGINNING of the property being described; thence run South 1 degree 27 minutes 05 seconds West a distance of 991.36 feet to an iron rod which marks the Southeast corner of the plot of ground being described, which point is also on the North right of way line of the Gulf States Utility Company Transmission Line; thence run South 88 degrees 42 minutes 56 seconds West a distance of 500.57 feet along North right of way line to an iron rod which marks the Southwest corner of the plot of ground being described; thence run North 1 degree 27 minutes 05 seconds East a distance of 1067.63 feet to an iron rod which marks the Northwest corner of the plot of ground being described; thence run South 82 degrees 34 minutes 05 seconds East a distance of 502.74 feet to an iron rod, the actual POINT OF BEGINNING, as acquired by the Mortgagor by act of Cash Sale from Karen Carpenter, wife of/and Richard H. Baker dated November 20, 1978, recorded in East Baton Rouge Parish, Orig. 83, Bundle 9347, COB 2755, Folio 678.

FRENCH SETTLEMENT SUBSTATION SITE.

(Livingston Parish)

(11) A certain parcel or tract of land, consisting of 1.147 acres, more or less, situated in Section 38, Township 9 South, Range 4 East, in the Parish of Livingston, State of Louisiana, and being more particularly described as follows: Commence at the Southwest corner of an existing 1.93 acre tract owned by Dixie Electric Membership Corporation, as recorded in Conveyance Book 174, Folio 652 of the records of Livingston Parish, Louisiana, for a POINT OF BEGINNING; thence run North 45 degrees 37 minutes East a distance of 241.71 feet to a point; thence run South 34 degrees 29 minutes 11 seconds East a distance of 228.40 feet to a point; thence run South 45 degrees 37 minutes West a distance of 202.45 feet to a point; thence run North 44 degrees 23 minutes West a distance of 225.00 feet to a point, the actual POINT OF BEGINNING, said description comprising Parcel "A", as is more clearly shown by a plat of survey made by P. Daniel Wiggins, R.L.S., dated April 17, 1979.

TALESHEEK MICROWAVE TOWER SITE.

(St. Tammany Parish)

(12)(A) A certain parcel or tract of land, situated in Township 6 South, Range 13 East, in the Parish of St. Tammany, State of Louisiana, and being more particularly described as follows: Commence at a point which is the section corner common to Sections 9, 10, 15 and 16 of Township 6 South, Range 13 East, of the Parish of St. Tammany, State of Louisiana, which said point is also the southeast corner of said Section 9 and the POINT OF BEGINNING; thence North 0 degrees 13 minutes 4 seconds West (Actual) North 0 degrees 30 minutes 0 seconds East (Title), a distance of 341.79 feet (Actual) 341.50 feet (Title) to a point; thence North 87 degrees 33 minutes 0 seconds West (Actual) North 86 degrees 45 minutes 0 seconds West (Title), a distance of 494.50 feet (Title and Actual) to a point; thence South 0 degrees 17 minutes 55 seconds East (Actual) South 0 degrees 30 minutes 0 seconds West (Title), a distance of 365.00 feet (Title and Actual) to a point; thence North 89 degrees 45 minutes 35 seconds East (Actual) South 89 degrees 40 minutes 0 seconds East (Title), a distance of 493.45 feet (Actual) 493.90 feet (Title) to the POINT OF BEGINNING; thence omitting from Talisheek Substation property an area known as Parcel "A" which is described as follows:

TALESHEEK SUBSTATION SITE.

(St. Tammany Parish)

(12)(B) Commence at a point which is the section corner common to Sections 9, 10, 15 and 16 of Township 6 South, Range 13 East, of the Parish of St. Tammany, State of Louisiana, which said point is also the southeast corner of said Section 9; thence South 89 degrees 45 minutes 35 seconds West; a distance of 313.45 feet to the POINT OF BEGINNING; thence North 0 degrees 14 minutes 0 seconds East, a distance of 71.02 feet, to a point; thence North 87 degrees 26 minutes 1 second West, a distance of 130.20 feet, to a point; thence North 2 degrees 24 minutes 27 seconds East, a distance of 284.90 feet, to a point; thence North 87 degrees 33 minutes 0 seconds West, a distance of 64.15 feet, to a point; thence South 0 degrees 17 minutes 55 seconds East, a distance of 365.00 feet, to a point; thence North 89 degrees 45 minutes 35 seconds East, a distance of 180.00 feet, to the POINT OF BEGINNING. All in accordance with a plan of survey by R. P. Fontcuberta, Jr., R.L.S., dated December 11, 1978.

DERIDDER SUBSTATION SITE.

(Beauregard Parish)

(13) A certain parcel or tract of land, situated in the Parish of Beauregard, State of Louisiana, being more particularly described as commencing from the Southwest Corner of the West half of the Southeast Quarter of the Southwest Quarter of Section 36, Township 2 South, Range 9 West, North 89 degrees 45" East 288.55 feet to the point of beginning; thence North 1 degree 20' West 208 feet thence North 89 degrees 45' East 125 feet, thence South 1° 15' East 209 Feet, thence South 89 degrees 45' West 124.5 feet to point of beginning. Containing 0.58 acres, more or less, and being further identified by letter of appraisal prepared by Norman Terry, M. A. I., S. R. E. A., dated February 26, 1979.

CLARENCE TOWER SITE.

(Natchitoches Parish)

(14) A certain parcel of land consisting of approximately 5.16 acres, situated in the North One-Half (N 1/2) of Section 19, Township 10 North, Range 6 West, in the Parish of Natchitoches, State of Louisiana, and being more particularly described as follows: Commence at the Northwest corner of the Northeast Quarter of Section 19, for a POINT OF BEGINNING, which point is also the Northeast corner of the plot of ground being described, thence run South 1 degree 41' 59" West a distance of 450 feet to an iron rod which marks the Southeast corner of the plot of ground being described; thence run North 89 degrees 51' West a distance of 500 feet to an iron rod which marks the Southwest corner of the plot of ground being described; thence run North 1 degree 41' 59" West a distance of 450 feet to an iron rod which marks the Northwest corner of the plot of ground being described; thence run South 89 degrees 51' East a distance of 500 feet to an iron rod, the actual POINT OF BEGINNING.

WILMER TOWER SITE.

(Tangipahoa Parish)

(15) A certain parcel or tract of land, consisting of 3.91 acres, more or less, situated in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 26, Township 3 South, Range 8 East, in the Parish of Tangipahoa, State of

Louisiana, and being more particularly described as follows, to wit: Commence at the Northeast corner of said Section 26, thence run South 89 degrees 48' 40" West a distance of 1351.09 feet to a point; thence South 1 degree 2' 5" West a distance of 22.69 feet to the actual POINT OF BEGINNING of the property being described, which point is also the Northeast corner of an existing 5 acre tract owned by the Washington-St. Tammany Electric Cooperative, Inc., as recorded in Conveyance Book 397, Folio 352 of the records of Tangipahoa Parish, Louisiana; thence run North 89 degrees 39' 20" East a distance of 460 feet to an iron rod which marks the Northeast corner of the plot of ground being described; thence run South 0 degrees 34' 50" East a distance of 317.89 feet to an iron rod which marks the Southeast corner of the plot of ground being described, which point is on the North right of way line of the Louisiana Power and Light Co. Transmission Line; thence run South 76 degrees 45' 13" West along said North right of way line a distance of 471.47 feet to an iron pipe which marks the Southwest corner of the plot of ground being described, which point is also the Southeast corner of the Washington-St. Tammany Electric Cooperative property previously referred to; thence run North 0 degrees 34' 50" West a distance of 423.15 feet to an iron rod, the actual POINT OF BEGINNING.

DARLINGTON MICROWAVE SITE.

(East Feliciana Parish)

(16) A certain parcel or tract of land, consisting of 7.741 acres, more or less, situated in Sections 55 and 56, Township 2 South, Range 3 East, in the Parish of East Feliciana, State of Louisiana, and being more particularly described as follows: Commence at a point which is on the South right of way line of State Highway 10, which point is also on the West right of way line of the Gulf States Utilities Company, Inc. Transmission Line, for a POINT OF BEGINNING; thence run along said Gulf States Utilities Company right of way line South 4 degrees 36' 22" East a distance of 900.61 feet to a point; thence run North 85 degrees 23' 38" West a distance of 418.46 feet to a point; thence run North 10 degrees 07' 06" East a distance of 903.01 feet to a point, which is on the South right of way line of Louisiana State Highway 10 previously referred to; thence run along South right of way line of arc length 211.22 feet with radius of 1985.07 feet on chord bearing South 85 degrees 56' 45" East a chord distance of 211.12 feet to a point; thence run South 85 degrees 16' 19" East a distance of 120.61 feet to a point, the actual POINT OF BEGINNING.

This site occupies 8 acres in the east-central portion of East Feliciana Parish on the east side of LA 10, four miles north of Hatchersville, Louisiana, and 4.75 miles east of the Clinton Lookout Tower.

MONTGOMERY MICROWAVE TOWER SITE.

(Winn Parish)

(17) A certain parcel or tract of land, consisting of 5.65 acres, more or less, situated in the Northwest quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 34, Township 9 North, Range 5 West, in the Parish of Winn, State of Louisiana, and being more particularly described as follows, to-wit: Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34, thence run due South a distance of 431.85 feet to a point, thence run due East a distance of 327.58 feet to an iron rod which marks the Northwest corner of the plot of ground being described, the actual POINT OF BEGINNING; thence run South 89 degrees 26 minutes 09 seconds East a distance of 400.02 feet to an iron pipe which marks the Northeast corner of the plot of ground being described, which point also marks the Northwest corner of an existing 8.0 acre tract owned by the Louisiana Power and Light Co., as recorded in Conveyance Book 108, Folio 42 of the records of Winn Parish, Louisiana; thence run South 0 degrees 0 minutes 22 seconds West along the West boundary of said Louisiana Power and Light Co. tract a distance of 613.05 feet to an iron pipe which marks the Southeast corner of the property being described, which point is also the Southwest corner of the Louisiana Power and Light Co. tract previously referred to; thence run due West a distance of 400.00 feet to an iron rod which marks the Southwest corner of the plot of ground being described; thence run North 0 degrees 0 minutes 22 seconds East a distance of 617.00 feet to an iron rod, the actual POINT OF BEGINNING.

The site occupies five acres in the southwestern portion of Winn Parish, 3.5 miles north of Montgomery, Louisiana, on Ebenezer Campground Parish Road just west of the junction with LA 34.

MANY SUBSTATION SITE.

(Sabine Parish)

(18) A certain tract or parcel of land with all the rights, ways, privileges, servitudes and advantages thereunto

belonging or in anywise appertaining, situated in Section 23, Township 7 North, Range 11 West, Parish of Sabine, State of Louisiana, being more particularly described as follows: Beginning at a point which is the northwest corner of the Northeast Quarter (NE1/4) of Section 23, Township 7 North, Range 11 West, at a 4" X 4" concrete post, thence South 702.7 feet to a point and point of beginning; thence South a distance of 475.1 feet to a point and corner marked by a 1/2" X 1 1/4" flat iron; thence North 89 degrees 00 minutes East a distance of 311 feet to a point and corner marked by a 5/8" iron rod; thence North 34 degrees 00 minutes West a distance of 565.1 feet to a point and point of beginning; said tract containing 1.70 acres, more or less, being more particularly shown on a plat of survey made by Jimmy R. Anyan, RLS, and dated November 10, 1980.

MANSFIELD MICROWAVE TOWER SITE.

(DeSoto Parish)

(19) A certain parcel of land consisting of 10.24 acres, more or less, situated in the North Half (N1/2) of Section 23, Township 12 North, Range 13 West, in the Parish of DeSoto, State of Louisiana, being more particularly described as follows: Commence at an iron pipe which marks the Southeast corner of an existing 2.11 acre tract owned by the Central Louisiana Electric Company, Inc., as recorded in Conveyance Book 211, Folio 559 of the records of DeSoto Parish, Louisiana, which point is also on the North right of way line of Louisiana State Highway 175, for a POINT OF BEGINNING; thence run North 0 degrees 0' 08" West a distance of 386.93 feet to an iron pipe which marks the Northeast corner of the Central Louisiana Electric Company tract previously referred to; thence run North 89 degrees 57' 09" West a distance of 100 feet to an iron pipe, which point is on the North property line of said Central Louisiana Electric Company tract; thence run North 1 degree 21' 41" East a distance of 505.78 feet to a point; thence run North 66 degrees 56' 11" East a distance of 1075.94 feet to an iron pipe; thence run South 23 degrees 03' 49" East a distance of 350.00 feet to an iron pipe; thence run South 66 degrees 56' 11" West a distance of 1075.00 feet to an iron pipe; thence run South 0 degrees 0' 08" East a distance of 599.86 feet to an iron pipe; thence run North 60 degrees West a distance of 57.74 feet to an iron pipe, the actual POINT OF BEGINNING.

OXBOW DEVELOPMENT SITE.

(Red River and DeSoto Parishes)

(20) A certain parcel or tract of land situated in the Parishes of Red River and DeSoto, State of Louisiana, and more particularly described as follows: Begin at the northeast corner of Section 20 T12N-R10W Red River Parish, LA. shown as Point #30 and from said corner run on the Section Line between Sections 20 and 21 S 0 degrees 25' E 2648.4 feet to Point #42; thence S 89 degrees 34' W 329.6 feet to Point #43; thence S 0 degrees 25' E 2640.9 feet to point #44; thence N 89 degrees 19' E 329.9 feet to Point #45; the corner common to Sections 20, 21, 28 and 29; thence S 0 degrees 09' E along the Section Line between Sections 28 and 29 2644.6 feet to Point #46; thence continue along said Section S 0 degrees 34' E 2696.0 feet to Points #1 and 47 being the corner common to Sections 29, 28, 32 and 33 T12N-R10W; thence continue along the Section Line between Sections 32 and 33 S 0 degrees 04' W 1582.0 feet to Points #48 and 2 to the top bank and across Bayou Pierre and into DeSoto Parish, La. from said Point 48 and 2 on a traverse along the High Bank of Bayou Pierre S 30 degrees 18' E 193.9 feet to Point #49; thence S 7 degrees 40' E 610.7 feet to Point #50; thence S 10 degrees 19' E 464.3 feet to Point #51; thence S 26 degrees 40' E 350.0 feet to Point #52; thence S 30 degrees 18' E 291.9 feet to Point #53; thence S 46 degrees 31' E 330 feet to Point #54; thence S 6 degrees 30' E 100.6 feet to Point #55; thence S 59 degrees 29' E 58 feet to Point #56. The intent of this instrument is to also include the area from the above described high bank traverse to the water's edge of Bayou Pierre.

Continue from Point #56 S 50 degrees 50' W 360.0 feet to Point #57; thence S 49 degrees 10' E 1660.4 feet to Point #58; thence S 0 degrees 04' W 240.0 feet to the Section Line between 33 T12N-R10W and Section 4 T11N-R10W; thence continue on the same line S 0 degrees 04' W to Point #59 a total distance between Points #58 and #59 of 2179.7 feet. Thence from Point #59 run S 49 degrees 10 W 2447.3 feet to the East Line of Section 5 and a total distance of 5132.8 feet to Point #60 on the South Line of Section 5 T11N-R10W; thence along the Section Line between Sections 5 and 8 S 89 degrees 49' W 3255.9 feet to the corner common the Sections 5, 8, 6 and 7 and being Point #1 and 26; thence along the Section Line between Sections 6 and 7 N 89 degrees 26' W 2666.0 feet to Point #2; thence along the Center of Section 6 run N 0 degrees 05' E 5255.6 feet to Point #3 being the North Quarter Corner of Section 6 T11N-R10W and the South Quarter Corner of Section 31 T12N-R10W; thence from said Corner

#3 run North 1320.4 feet to Point #4; thence run S 89 degrees 56' W 1322.3 feet to Point #5; thence run N 0 degrees 01' W 1321.2 feet to Point #6; thence run S 89 degrees 55' W 1322.0 feet to Point #7 the West Quarter Corner of Section 31; thence along the Line between Section 31 T12N-R10W and Section 36 T12N-R11W N 0 degrees 05' E 2704.3 feet across Bayou Pierre and into Red River Parish, La. and to the corner common to Sections 30 and 31 T12N-R10W and Sections 25 and 36 T12N-R11W and continue on the line between Section 30 T12N-R10W and Section 25 T12N-R11W N 0 degrees 05' E 139.1 feet to Point #8 and 33 in the Centerline of LA HWY #177; thence on a traverse along the Centerline of LA HWY #177 from Point 8 and 33 N 25 degrees 35' E 626.0 feet to Point 89 and 34; thence N 26 degrees 02' E 540.3 feet; thence N 26 degrees 13' E 483.2 feet; thence N 25 degrees 49' E 100.0 feet; thence N 21 degrees 37' E 100.0 feet; thence N 15 degrees 13' E 100.0 feet; thence N 9 degrees 14' E 100.0 feet; thence N 5 degrees 41' E 100.0 feet to Point 16 and 41; thence continue on HWY #177 Centerline N 4 degrees 17' E 2487.0 feet to Point #17; thence N 6 degrees 40' E 100.0 feet; thence N 10 degrees 29' E 100.0 feet; thence N 15 degrees 33' E 100.0 E feet; thence N 21 degrees 23' E 100.0 feet; thence N 24 degrees 52' E 354.0 feet to Point 22 and 47 on the Section Line between Sections 19 and 30 T12N-R10W; thence run S 89 degrees 21' E 54.8 feet to Point #61; thence continue on the Section Line between Section 19 and 30 T12N-R10W S 89 degrees 21' E 3950.0 feet to Point #23 and 48 being the corner common to Sections 19, 20, 29 and 30 T12N-R10W, thence run along the Section Line between Section 20 and 29 N 89 degrees 19' E 3298.7 feet to Point #24; thence N 0 degrees 23' W 1322.8 feet to Point #25; thence S 89 degrees 24' 30" W 659.5 feet to Point #26; thence N 0 degrees 22' W 1323.7 feet to Point #27; thence S 89 degrees 30' W 659.3 feet to Point #28; thence N 0 degrees 21' 30" W 2652.4 feet to Point #29 on the Section Line between Sections 20 and 17; thence along said Section Line N 89 degrees 34' E 3294.4 feet to the corner common to Sections 17, 20, 16 and 21 T12N-R10W which is the Place of Beginning and containing 3788.7 acres more or less and including the area between the High Bank traverse of Bayou Pierre and the water's edge of said Bayou Pierre.

All more fully shown on a Plat of Survey dated September 22, 1981, by A. J. Brouillette, a Registered Land Surveyor.

(21) A certain parcel or tract of land situated in the Parish of DeSoto, State of Louisiana, and more particularly described as follows: Begin at Point #89 which is the corner common to Section 25, 26, 35 and 36, T12N-R11W DeSoto Parish, La. From said Place of Beginning run along the Section Line

between Sections 26 and 35 S 89 degrees 53' W 1320.0 feet to Point #90, thence run N 0 degrees 23' W 5268.7 feet to Point #91; thence on Section Line between Sections 23 and 26 run N 89 degrees 23' E 1332.5 feet to Point #65 the corner common to Sections 23, 24, 25 and 26 T12N-R11W; thence continue on Section Line between Sections 24 and 25 N 89 degrees 23' E 467.8 feet to Point #66 on the High Bank of Bayou Pierre; thence run on a traverse of the High Bank of Bayou Pierre from Point #66 S 47 degrees 31' E 192.3 feet to Point #67; thence S 29 degrees 55' E 153.5 feet to Point #68; thence S 36 degrees 06' E 239.6 feet to Point #69; thence S 11 degrees E 131.8 feet to Point #70; thence S 31 degrees 26' E 166.4 feet to Point #71; thence S 6 degrees 40' W 211.0 feet to Point #72; thence S 32 degrees 13' E 465.3 feet to Point #73; thence S 20 degrees 00' E 306.7 feet to Point #74; thence S 55 degrees 21' E 1018.7 feet to Point #75; thence S 78 degrees 29' E 264.6 feet to Point #76; thence N 85 degrees 29' E 355.7 feet to Point #77; thence S 57 degrees 08' E 586.5 feet to Point #78; thence S 6 degrees 00' W 158.8 feet to Point #79; thence S 37 degrees 03' E 1003.1 feet to Point #80; thence S 10 degrees 48' E 195.2 feet to Point #81; thence S 38 degrees 28' E 326.9 feet to Point #82; thence S 24 degrees 25' E 248.2 feet to Point #83; thence S 6 degrees 36' E 309.0 feet to Point #84; thence S 29 degrees 47' W 385.3 feet to Point #85; thence S 13 degrees 28' W 211.6 feet to Point #86; thence S 19 degrees 29' E 185.7 feet to Point #87; thence S 52 degrees 43' E 105.0 feet to Point #88 on the Section Line between Sections 25 and 36, thence run on the Section Line between 25 and 36 S 89 degrees 38' W 4060.8 feet to the corner common to Sections 25, 26, 35 and 36 T12N-R11W and being Point 89, The Place of Beginning.

Containing 495.2 acres more or less including the area between the high bank traverse of Bayou Pierre and the water's edge of said Bayou Pierre.

All more fully shown on a Plat of Survey dated September 22, 1981 by A. J. Brouillette, a Registered Land Surveyor.

LESS AND EXCEPT a portion of said parcel or tract of land containing 5.5 acres, more or less, and more particularly described as follows: Start at an iron rod, located at the SW corner of Section 25, Township 12 North, Range 11 West, DeSoto Parish, Louisiana, and thence run North 89 degrees 30 minutes East 3,192.8 feet along the South line of said Section 25; thence run North 1 degree 09 minutes East 102.2 feet to a concrete post being the actual POINT OF BEGINNING, and from said actual POINT OF BEGINNING run thence South 88 degrees 51 minutes West along the Northerly line of Louisiana Highway 510 a

distance of 590.4 feet to an iron pipe and corner; run thence North 1 degree 09 minutes West a distance of 295.2 feet to a concrete post and corner; run thence North 88 degrees 51 minutes East a distance of 590.4 feet to a concrete post and corner; run thence South 1 degree 09 minutes East a distance of 86.5 feet to a concrete post and corner; run thence North 89 degrees 32 minutes East a distance of 208.7 feet to a concrete post and corner; run thence South 1 degree 09 minutes East a distance of 61.1 feet to a concrete post and corner; run thence South 85 degrees 26 minutes East a distance of 148.2 feet to a concrete post and corner; run thence South 1 degree 09 minutes East a distance of 146.7 feet to a concrete post and corner; run thence North 85 degrees 26 minutes West a distance of 148.2 feet to a concrete post; run thence South 89 degrees 32 minutes West a distance of 208.7 feet to the actual POINT OF BEGINNING.

CARROLL MICROWAVE TOWER SITE.

(Red River Parish)

(22) Mortgagor's right, title, and interest in and under that certain lease from George Posey et al., as lessors to Mortgagor, as lessee, dated January 4, 1979, registered in C.O.B. 171, page 57 in Red River Parish affecting the following parcel of ground and all improvements thereon and appurtenances thereto, to wit:

A certain parcel of land, consisting of 3.78 acres approximately situated in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 13 North, Range 10 West, in the Parish of Red River, and being more particularly described as follows: Commence at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 27, thence run due South a distance of 35.66 feet; thence run due West a distance of 133.90 feet, to a point which marks the Northeast corner of an 1.68 acre tract of land owned by the Central Louisiana Electric Company, Inc., as recorded in Conveyance Book 96, Folio 383 of the records of Red River Parish, Louisiana; thence run West a distance of 283.51 feet to a point, which point is also the Northwest corner of the Central Louisiana Electric Company, property previously referred to; thence run South a distance of 110.86 feet to the actual POINT OF BEGINNING of the property being described, which point is also on the South Right-of-Way line of the Central Louisiana Electric Company Transmission Line; thence run due South a distance of 525 feet to an iron rod which marks

the Southeast corner of the plot of ground being described; thence run due West a distance of 500 feet to an iron rod which marks the Southwest corner of the plot of ground being described; thence run due North a distance of 132.62 feet to an iron rod which marks the Northwest corner of the plot of ground being described; which point is also on the South Right-of-way line of the Central Louisiana Electric Company Transmission Line previously referred to; thence run along said South Right-of-way line North 51°52'37" East a distance of 635.58 feet to a point, the actual POINT OF BEGINNING.

PINE CLIFF SUBSTATION SITE.

(Washington Parish)

(23) A certain tract or parcel of land, together with all buildings, improvements and equipment situated thereon, containing 6.7 acres, more or less, and consisting of that part of Sections 17 & 20, T3S, R11E, Washington Parish, Louisiana described as follows:

Commencing at the 1/4 corner common to said Sections 17 & 20; thence along the N & S 1/4 line of Section 20, South 92.54 feet to the Easterly right-of-way line of the Illinois Central Gulf Railroad; thence along said right-of-way on the chord of a curve to the left S 28 degrees - 19'E, 355.6 feet to the point of beginning; thence continuing along a chord of said curve S 30 degrees - 01'E, 123.6 feet; thence S 61 degrees - 39' E, 299.81 feet; thence S 57 degrees - 22' E, 125.2 feet; thence North 881.7 feet; thence N 88 degrees - 37'W, 500.4 feet; thence S 27 degrees - 17'E, 545.4 feet, thence S 62 degrees - 59'W, 202.9 feet to the point of beginning, all as more particularly shown on a plat of survey prepared by Ned R. Wilson, R.L.S., and dated June 19, 1980, a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in the records of Washington Parish, La., under C.O.B. 366, entry 127990, by which the Mortgagor acquired this property.

CREOLE SUBSTATION SITE.

(Cameron Parish)

(24) A certain tract or parcel of land, together with all improvements, buildings and equipment located thereon,

containing 6.9 acres, more or less, and located in the Parish of Cameron, State of Louisiana and being more particularly described as follows:

Commence at the center of Section 26, Township 14 South, Range 8 West, Cameron Parish, Louisiana, thence West on center Section line 193.0', thence South parallel to and 193.0' West of the North-South center Section line 1237.0' to the North line of State Highway No. 27, thence Northeasterly along said North line 315.0' to 1" G.I. pipe and fence corner, thence North along exist fence 531.0' to 1" G.I. pipe and fence corner, thence West, at right angles to the fence to the South, 100.0' to the Southerly prolongation of a fence to the North, thence North along the Southerly prolongation of an exist fence and along the exist fence 667.0' to the East-West center line of said Section 26, thence West 1.0' to the point of commencement containing 6.9 acres, as per plat recorded with the act of Sale whereby Jefferson Davis Electric Cooperative, Inc. acquired title to said property, Less and Except all mineral rights.

All as acquired by the Mortgagor by act recorded in Cameron Parish June 3, 1986, COB 622 File No. 199982.

CHALKLEY SUBSTATION SITE.

(Calcasieu Parish)

(25) A certain tract or parcel of land, together with all improvements, buildings and equipment located thereon, located in Section 20, Township 10 South, Range 7 West, Calcasieu Parish, Louisiana, and being more particularly described as follows:

Begin at a point which is 30' South of the Northwest corner of said Section 20, which point is the South right-of-way line of said public road, thence South along said Section line 370'; thence East 925'; thence North 60 degrees 20' West 426 feet to the South right-of-way line of said public road; thence West along the South right-of-way line of said public road 708' to point of beginning, containing 6.935 acres, more or less, Less and Except all mineral rights.

All as acquired by the Mortgagor by act recorded in Calcasieu Parish May 27, 1986, File No. 1895473.

MARION SUBSTATION SITE.

(Union Parish)

(26) A certain tract or parcel of land together with all buildings, improvements and equipment located thereon, located in the Northwest Quarter of the Northeast Quarter (NW/4 of NE/4) of Section 13, Township 22 North, Range 2 East, Union Parish, Louisiana, more particularly described as beginning at a point 177.7 feet West and 704.5 feet North of the Southeast corner of the Northwest Quarter of the Northeast Quarter (NW/4 of NE/4) of said Section 13; thence North 32 degrees 15 minutes West along the West right of way of Louisiana Power & Light Company line 614.8 feet to the South right of way of Louisiana State Highway No. 827; thence South 89 degrees 30 minutes West along said Highway 47 feet; thence South 32 degrees 15 minutes East 229.7 feet; thence South 70 degrees 35 minutes West 408.7 feet; thence South 32 degrees 15 minutes East 400 feet; thence North 70 degrees 35 minutes East 450 feet to the point of beginning, containing 4.233 acres, more or less, as per Map of Survey for Claiborne Electric Cooperative, Inc., prepared by Cecil L. Albritton, Registered Land Surveyor dated June 16, 1975, a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Union Parish, Louisiana in Conveyance Book 680, page 53, by which the Mortgagor acquired this property.

GILBERT SUBSTATION SITE.

(Franklin Parish)

(27) A certain tract or parcel of land together with all improvements, buildings and equipment located thereon, located in the Northwest Quarter of Section 7, Township 12 North, Range 8 East, Franklin Parish, Louisiana, being described as follows:

Begin at the southwest corner of said Section 7, Township 12 North, Range 8 East, and being located in the center of Louisiana State Highway No. 876, and thence run N 0 degrees 23' E along the centerline of said highway a distance of 3230.2 feet to a point of intersection with the centerline of Louisiana State Highway No. 128; run thence N 68 degrees - 04' E along the centerline of said Louisiana State Highway No. 128 a distance of 664.45 feet to a point of intersection with the western right-of-way boundary of Louisiana Power & Light Co., 115 K.V. Transmission Line; thence run N 16 degrees - 46' W along the

said western boundary of 115 K.V. Transmission Line a distance of 40.16 feet to a point of intersection with the northern right-of-way boundary of Louisiana State Highway No. 128 and the POINT OF BEGINNING; thence run S 68 degrees - 04' W along the northern right-of-way boundary of said Louisiana State Highway No. 128 a distance of 400.0 feet; thence run N 16 degrees - 46' W a distance of 400.0 feet; thence run N 68 degrees - 04' E a distance of 400.0 feet to a point of intersection with the western right-of-way boundary of above-said 115 K.V. Transmission Line; thence run S 16 degrees - 46' E along said western boundary of 115 K.V. Transmission Line a distance of 400.0 feet, back to the POINT OF BEGINNING, containing 3.67 acres, more or less, as shown on a Topographic for Northeast Louisiana Power Co-op, Inc., Gilbert - Fort Necessity Line, Gilbert Station, dated January, 1975, a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Franklin Parish, File No. 246047, by which the Mortgagor acquired this property.

BLACK RIVER SUBSTATION SITE.

(Catahoula Parish)

(28) A 1.84 acre tract or parcel of land, together with all buildings, improvements and equipment located thereon, situated in section 37, T7N-R6E, Catahoula Parish, Louisiana and more particularly described as follows:

Commence at N.W. corner of W. H. Griffith survey for Louisiana Power & Light Co. Substation and recorded in the conveyance records of Catahoula Parish, for a POINT OF BEGINNING; run N68 degrees 30'W along the south R/W of Tal Gibson St. a distance of 358.5 feet to a point; thence S24 degrees 40'W a distance of 214.7 feet to a point; thence S65 degrees 26'E a distance of 358.5 feet to a point set on the West boundary of L.P. & L. Substation property; thence N24 degrees 34'E along said west boundary a distance of 233.75 feet to the POINT OF BEGINNING and containing 1.84 acres, all as more fully shown on a Survey of a Certain 3.93 Acre Tract, Section 37, T7N-R6E, Catahoula Parish, Louisiana prepared by James M. Hawkins, Jr., R.L.S., a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property and Assumption of Indebtedness registered in Catahoula Parish Conveyance Book 137, Entry 204447, by which the Mortgagor acquired this property.

Less and except the interests in and to the improvements which Concordia Electric Power Cooperative, Inc. retained on a proportionate basis of the dollar amounts of construction of said improvements as set out in the list of equipment set forth in Exhibit A to the aforementioned act of sale.

ASHLAND SUBSTATION SITE.

(Terrebonne Parish)

(29) A certain tract or parcel of land together with all buildings, improvements and equipment located thereon, located in Section 2, Township 18 South, Range 17 East, and Section 79, Township 18 South, Range 18 East, Terrebonne Parish, Louisiana, and more particularly described as follows:

COMMENCING at a point N 72 degrees 41' 10" W for a distance of 1,035.63 feet from U. S. C. & G. S. "Ashland", said point being an existing 3/4" G.I.P. located on the southeast corner of the property of the South Louisiana Electric Cooperative Association 10.666 acre tract of land, marked "A" on the attached plat and being the point of the beginning:

THENCE, N 79 degrees 39' 37" W for a distance of 1,051.56 feet to a point marked "B";

THENCE, N 8 degrees 56' 10" W for a distance of 285.55 feet to a point marked "C";

THENCE, S 87 degrees 12' 48" E for a distance of 646.93 feet, to a point marked "D";

THENCE, S 10 degrees 03' 26" W for a distance of 181.95 feet to a point marked "E";

THENCE, S 79 degrees 44' 19" E for a distance of 214.38 feet to a point marked "F";

THENCE, N 9 degrees 56' 41" E for a distance of 97.44 feet to a point marked "G";

THENCE, S 79 degrees 56' 18" E for a distance of 258.51 feet to a point marked "H";

THENCE, S 3 degrees 44' 42" W for a distance of 273.42 feet to the point of beginning and containing an area of 6.861 acres, all as more fully shown on a map prepared by T. Baker Smith & Son, Inc. dated July 8, 1980 and titled, "South Louisiana Electric Cooperative Association Proposed 6.861 Acre Purchased by G. & T. Cajun Power Co-Op Located in Section 2, T18S-R17E and Section 79, T18S-R18E, Terrebonne Parish, Louisiana", a copy of which is attached as Exhibit B to a certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Terrebonne Parish Conveyance Book 1085, Entry 796773, by which the Mortgagor acquired this property.

CHICKASAW SUBSTATION SITE.

(West Carroll Parish)

(30) A tract or parcel of land acquired by Mortgagor by act recorded in West Carroll Parish, COB 144, page 449, June 2, 1986 and described therein as:

Commencing at the Northeast Corner of the SE 1/4 of the SE 1/4 of Section 21, T23N R11E. Thence run south along and with the east boundary line of the SE 1/4 of the SE 1/4 for, a distance of, 1044.8 feet. Thence run S 89° 36' W for, a distance of, 824.9 feet to the point of beginning of the property herein described. Thence continue on a course of S 89° 36' W for, a distance of, 199.8 feet. Thence run S 0° 18' W for, a distance of, 250 feet to a point on the north right-of-way boundary of a parish public road. Thence run N 89° 36' E along and with the north right-of-way boundary of the parish public road for, a distance of, 199.8 feet. Thence run N 0° 18' E along and with a cyclone fence for, a distance of, 250 feet to the point of beginning. Containing 1.146 acres more or less, situated and being in a portion of the S 1/2 of the SE 1/4 of the SE 1/4 of Section 21, T23N, R11E, Parish of West Carroll, State of Louisiana.

GREENWOOD SUBSTATION SITE.

(Terrebonne Parish)

(31) A certain tract or parcel of land together with all buildings, improvements and equipment located thereon, located in Section 21, Township 17 South, Range 15 East, Terrebonne Parish, Louisiana and more particularly described as follows:

Commencing at the Southeast Corner of Section 116, T-16-S, R-15-E, thence; along the South line of Section 116, South 88 degrees 50' 16" West a distance of 489.80 feet to Point "E-2", being the Point of Beginning, thence along Easterly line of tract South 36 degrees 24' 20" West a distance of 404.53 feet to Point "E-3", thence; North 53 degrees 35' 40" West a distance of 185.60 feet to Point "E-4", thence; South 36 degrees 26' 20" West a distance of 348.58 feet to Point "E-5", thence; North 61 degrees 32' 50" West a distance of 52.42 feet to Point "D-3", thence; North 62 degrees 41' 50" West a distance of 79.15 feet

to Point "D-4", thence; North 65 degrees 12' 50" West a distance of 83.70 feet to Point "C-1", thence along a line parallel to and 50 feet from the centerline of existing L.P. & L. line, North 36 degrees 24' 20" East a distance of 483.71 feet to a Point "F-1", being a point on line between T-16-S, and T-17-S, thence; along said Township line North 88 degrees 50' 16" East a distance of 501.94 feet to the Point of Beginning, said tract "E-2", "E-3", "E-4", "E-5", "D-3", "D-4", "C-1", "F-1", "E-2", containing 4.08 acres all as more clearly shown on map prepared by Carl Heck Engineers, Inc., dated October 4, 1979, with Engineers File No. Tube S-32, a copy of which is attached as Exhibit A to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Terrebonne Parish Conveyance Book 1085, Entry No. 796771, by which the Mortgagor acquired this property.

EAST LEESVILLE SUBSTATION SITE.

(Vernon Parish)

(32) That certain tract or parcel of land together with the improvements, buildings and equipment located thereon, situated and located in the Southeast Quarter of the Northeast Quarter of Section 23, Township 2 North, Range 9 West, Vernon Parish, Louisiana, containing 2.40 acres, more or less, being more fully shown on a certificate of survey by A. J. Brouillette, a registered surveyor, dated June 13, 1980, a copy of which is attached as Exhibit B to a certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Vernon Parish, Conveyance Book 649, page 272, by which the Mortgagor acquired this property, and being more particularly described as follows:

Beginning at a point A on said plat being the purported Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 23, Township 2 North, Range 9 West and from said point run thence South 1 degree 00 minutes East a distance of 448 feet to the point of beginning, being point E on said plat, from said point run thence South 1 degree 00 minutes East a distance of 205 feet to a point B, from point B run thence South 89 degrees 16 minutes West a distance of 509 feet to point C, from point C run thence North 1 degree 00 minutes West a distance of 205 feet to point F, from point F run thence North 89 degrees 16 minutes East a distance of 509 feet to Point E, the point of beginning.

MOSS BLUFF SUBSTATION SITE.

(Calcasieu Parish)

(33) That certain tract or parcel of land together with all buildings, improvements and equipment located thereon, described as commencing at the Northeast Corner of Section 36, Township 8 South, Range 9 West, Calcasieu Parish, Louisiana; thence South 88 degrees 42' West a distance of 131.2 feet for a point of beginning; thence South 0 degrees 30' East a distance of 195.8 feet; thence South 89 degrees 30' West a distance of 90.0 feet; thence South 0 degrees 30' East a distance of 43.9 feet; thence South 89 degrees 30' West a distance of 142.9 feet; thence South 0 degrees 30' East a distance of 163.5 feet; thence South 89 degrees 30' West a distance of 266.3 feet; thence North 0 degrees 30' West a distance of 400.0 feet; thence North 88 degrees 42' East a distance of 498.8 feet to the point of beginning, containing 3.62 acres, more or less, as per survey plat dated June 23, 1980, a copy of which is attached as Exhibit "B" to a certain Act of Correction registered in Calcasieu Parish 14th Judicial District, file no. 1932100, as acquired by the Mortgagor by the deed referred to in said Act of Correction, as corrected by the Act of Correction.

V

SERVITUDES AND RIGHTS OF USE

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, servitudes, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located including but not limited to the following:

CHALKLEY-CREOLE 161 KV TRANSMISSION LINE.

(Cameron Parish)

(1) The following rights-of-way or servitudes, together with all improvements constructed or placed thereon by

Jefferson Davis Electric Cooperative, Inc., acquired from Jefferson Davis Electric Cooperative Inc. with land acquired in the Assignment and Act of Sale of Immovable Property with Assumption of Indebtedness registered in Cameron Parish Book 622 File 199982, acquired by Jefferson Davis Electric from the following and recorded under the following file numbers in the office of the Clerk of Court of Cameron Parish, Louisiana to-wit:

<u>Name</u>	<u>File No.</u>
Ethel Elmira Carter	120631
Miami Corporation	128354
Reba Martha Spears, et al.	120630
Betty Marie Hebert Geer, et al.	120839
Reba Martha Spears	120629
Betty Marie Hebert Geer, et al.	120840
The Sweet Lake Land & Oil Co.	121141
Pan American Petroleum Corp.	120841

CHALKING-CREOLE 161 KV TRANSMISSION LINE.

(Calcasieu Parish)

(2) The following right-of-way or servitudes together with all improvements constructed or placed thereon by Jefferson Davis Electric Cooperative, Inc. acquired from Jefferson Davis Electric Cooperative, Inc. with land acquired in the Assignment and Act of Sale of Immovable Property with Assumption of Indebtedness registered in Calcasieu Parish Office of the Clerk of Court 14th Judicial District, No. 1895473, acquired by Jefferson Davis Electric Cooperative, Inc., then from the following and recorded under the following file numbers in the office of the Clerk of Court of Calcasieu Parish, Louisiana to-wit:

<u>Name</u>	<u>File No.</u>
Farmers Land & Canal Co., Inc.	1245166
Lafayette Helms, et al	1245172
Edmond Helms	1245167
The Sweet Lake Land & Oil Co.	1163677
Natalie Helms	1245173
Walter Helms	1245168
Pan American Petroleum Corp.	1200159
Mrs. Grace Knapp Daughenbaugh	1245170
Mabel Daughenbaugh	1245171
Homer Daughenbaugh	1245169
Midhurst Corp.	1245165
Midhurst Corp.	1152576

500 KV TRANSMISSION LINES - #745 AND 746.

**(West Feliciana, Pointe Coupee,
West Baton Rouge, Iberville Parishes)**

(3) The servitudes and other rights conveyed by Gulf States Utilities Company to Mortgagor by instrument dated December 31, 1981 and registered in COB 223, Entry No. 87 in the Parish of Pointe Coupee and COB 180, Folio 5 in the Parish of West Baton Rouge, and COB 328, Entry No. 180 in the Parish of Iberville, and COB 223, Folio 87 in the Parish of West Feliciana, affecting various properties in those parishes, all as more fully set forth in said instrument.

GREENSBURG MICROWAVE TOWER SITE.

(St. Helena Parish)

(4a) The servitude, right-of-way, and easement granted pursuant to a Servitude Agreement between Denkmann Associates, a Louisiana partnership, as grantor, and Mortgagor, as grantee, executed by the grantor July 20, 1983, recorded in St. Helena Parish, COB 140, page 162, for the purpose of constructing, maintaining, operating, patrolling (including aerial patrolling), altering, repairing, and removing in whole or part of microwave tower and electrical transmission substation, together with all necessary fixtures, equipment and appurtenances thereto, over upon and across certain land situated in St. Helena Parish, State of Louisiana, described as follows:

A certain tract or parcel of land consisting of six (6) acres, more or less, situated in the SE Quarter of Section 21, Township 2 South, Range 6 East in the Parish of St. Helena, State of Louisiana, and being more particularly described as follows: to-wit:

Commence at a 4 in. x 4 in. concrete monument which marks the Southwest corner of the Southeast Quarter of Section 21, Township 2 South, Range 6 East, thence proceed North 11 degrees 27 minutes 38 seconds East a distance of 576.32 feet to an iron pipe which marks the intersection of the East right-of-way line of the Louisiana Power & Light Company transmission line for the actual POINT OF BEGINNING; thence proceed North 87 degrees 03 minutes 36 seconds East a distance of 900.00

feet to an iron pipe marking the East boundary of the tract being described, marked by an iron pipe; thence proceed North 25 degrees 25 minutes 29 seconds West a distance of 331.36 feet to a point on the South right-of-way limits of a gravel road which point is marked by an iron rod set and marks the Northeast corner of the tract being described; thence proceed along the South right-of-way limits of said gravel road South 82 degrees 09 minutes 23 seconds West a distance of 374.54 feet to a point marked by an iron rod set; from this point proceed along the said South right-of-way limits of the gravel road North 89 degrees 19 minutes 30 seconds West a distance of 476.15 feet to a point marked by an iron rod set; from this point continue along said South right of way limits of the gravel road South 84 degrees 25 minutes 30 seconds West a distance of 49.91 feet to a point marked by an iron rod set, which point also marks the eastern right-of-way limits of the Louisiana Power & Light transmission line with the South right-of-way line of the gravel road; from this point proceed South along the East right-of-way limits of the Louisiana Power & Light transmission line previously described South 25 degrees 25 minutes 30 seconds East, a distance of 326.72 feet to the actual POINT OF BEGINNING.

(4b) A servitude, right-of-way, and easement granted in Servitude Agreement between Mortgagor, as grantee and International Paper Company, as grantor, dated June 30, 1983, recorded in St. Helena Parish, COB 139, Registry No. 050300, for the purpose of constructing, maintaining, operating, patrolling (including aerial patrol), and altering, repairing, renewing, and removing in whole or part a microwave tower and electrical transmission substation together with the necessary fixtures, equipment and appurtenances thereto, over, upon and across land situated in St. Helena Parish, State of Louisiana to wit:

A certain tract or parcel of land consisting of six (6) acres, more or less, situated in the SE/4 of Section 21, Township 2 South, Range 6 East in the Parish of St. Helena, State of Louisiana, and being more particularly described as follows, to-wit:

Commence at a 4 in. x 4 in. concrete monument which marks the Southwest corner of the Southeast Quarter of Section 21, Township 2 South, Range 6 East, thence proceed North 11 degrees 27 minutes 38 seconds East a

distance of 576.32 feet to an iron pipe which marks the intersection of the East right of way line of the Louisiana Power & Light Company transmission line for the actual POINT OF BEGINNING; thence proceed North 87 degrees 03 minutes 36 seconds East a distance of 900.00 feet to an iron pipe marking the East boundary of the tract being described, marked by an iron pipe; thence proceed North 25 degrees 25 minutes 29 seconds West a distance of 331.36 feet to a point on the South right of way limits of a gravel road which point is marked by an iron rod set and marks the Northeast corner of the tract being described; thence proceed along the South right of way limits of said gravel road South 82 degrees 09 minutes 23 seconds West a distance of 374.54 feet to a point marked by an iron rod set; from this point proceed along the said South right of way limits of the gravel road North 89 degrees 19 minutes 30 seconds West a distance of 476.15 feet to a point marked by an iron rod set; from this point continue along said South right of way limits of the gravel road South 84 degrees 25 minutes 30 seconds West a distance of 49.91 feet to a point marked by an iron rod set, which point also marks the eastern right of way limits of the Louisiana Power & Light transmission line with the South right of way line of the gravel road; from this point proceed South along the East right of way limits of the Louisiana Power & Light transmission line previously described South 25 degrees 25 minutes 30 seconds East, a distance of 326.72 feet to the actual POINT OF BEGINNING.

VI

COMPONENT PARTS, RIGHTS AND PERSONALTY

(a) **Component Parts and Rights.** All rights, ways, privileges, servitudes, appurtenances, prescriptions and advantages now or hereafter existing in favor of the property described in Parts I through V of this Exhibit B, all component parts of the property described in Parts I through V of this Exhibit B now or hereafter owned by the Mortgagor and located on such property and all component parts of all buildings, improvements, and other constructions now or hereafter owned by the Mortgagor and located on the property described in Parts I through V of this Exhibit B.

(b) Commercial Movable. All corporeal movables of the Mortgagor now or hereafter located on the property described in Parts I through V of this Exhibit B and used by the Mortgagor in its business of operating an electric power cooperative. The mortgage created by this subsection affects such corporeal movables to the fullest extent permitted by applicable law.

(c) Inventory and Masses and Assemblages. All inventory and stocks of merchandise held by the Mortgagor for retail or wholesale or from manufacture, and all masses and assemblages of (i) all coal, natural gas, oil, nuclear and other fuels and (ii) all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, machinery, tools, supplies, switching and other equipment. Such inventory and masses and assemblages shall be such as are located now or hereafter on the immovable property described in Parts I through V of this Exhibit B, are not located on such immovable property but have such immovable property as their base location, or are in transit.

(d) Nuclear Fuel. The Mortgagor's undivided thirty (30%) percent interest in and to those certain bundles of nuclear fuel particularly described on Schedule 2 to this Exhibit B by serial numbers, locations, and orientations, including all components thereof and all additions thereto or substitutions or replacements thereof. Each bundle consists of 62 fuel rods and the substances contained therein, two water rods, fuel spacer grids, and upper and lower tie plates. Generally, this nuclear fuel will be and remain located at, on and or in the pressurized water reactor nuclear electric generating facilities located in the Parish of West Feliciana, at or near St. Francisville, Louisiana, known as River Bend Unit 1, located on the immovable property described in Part I of this Exhibit B. However, the nuclear fuel may from time to time be located at any of the other immovable property described in Parts I through V of Exhibit A hereto, be located away from the immovable property described in Parts I through V of this Exhibit B but have any such immovable property as its base location, or be in transit.

VII

LEASES AND RENTALS

All of the Mortgagor's right, title and interest in and to the rentals, income, profits or other sums due or becoming due under all leases now or hereafter bearing on or against or relating to the property, described in Parts I through V of this Exhibit B, or any part thereof, the assignment hereunder being made to the fullest extent permitted by the Louisiana Assignment of Accounts Receivable Act, and other applicable law; provided, however, that the Mortgagor shall be entitled to continue to receive, and each party to any lease shall be fully protected in rendering to the Mortgagor, all performance owed to the Mortgagor under any such lease, until an event of default shall have occurred and be continuing and either Mortgagee shall have notified such party in writing to render such performance to such Mortgagee.

VIII

ACCOUNTS RECEIVABLE

All or any part of any indebtedness of any party, whether now existing or hereafter acquired or created, owing to the Mortgagor in connection with all or any part of the Mortgagor's business that is conducted either wholly or partly in the State of Louisiana, including but not limited to the sale of goods or the performance of services or the leasing of movable or immovable property, the assignment hereunder being made to the fullest extent permitted by the Louisiana Assignment of Accounts Receivable Act, the Louisiana Civil Code, and other applicable law; provided, however, that the Mortgagor shall be entitled to continue to receive and collect, and debtors shall be fully protected in paying to the Mortgagor, all such indebtedness until an event of default shall have occurred and be continuing and either Mortgagee shall have notified a debtor in writing to pay such indebtedness to such Mortgagee.

IX

CONTRACTS

All right, title and interest of the Mortgagor in and to the contracts and agreements listed in Schedule 3 to this Exhibit B, as amended or restated from time to time, heretofore or hereafter; provided, however, that the Mortgagor shall be entitled to continue to receive, and each party to any pledged contract shall be fully protected in rendering to the Mortgagor, all performance owed to the Mortgagor under any such contract until an event of default shall have occurred and be continuing and either Mortgagee shall have notified such party in writing to render such performance to such Mortgagee.

X

CFC STOCK

All stock in the National Rural Utilities Cooperative Finance Corporation (the "CFC") now owned by Mortgagor, or hereafter acquired by Mortgagor and all interests of Mortgagor in and to all allocated surplus and reserves and other equities in the CFC now or hereafter existing, presently in the amount of \$9,779,569.15 (the "CFC Stock"). Certificates representing the CFC Stock have been or shall be delivered to the Government to be held as Mortgaged Property under the terms of this Mortgage.

Until an event of default shall have occurred and be continuing, the Mortgagor shall have the right to: (i) vote any and all shares of the CFC Stock and give consents, waivers and ratifications in respect thereof, and (ii) receive all patronage and other dividends paid in respect of the CFC Stock. Without the prior written consent of the Mortgagor, neither Mortgagee shall sell, assign, transfer or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber any of the CFC Stock or any interest therein, unless and until a default shall occur in the payment when due of any indebtedness due or to become due by the Mortgagor to either Mortgagee; provided, however, this provision shall not prohibit the sale, assignment or transfer by either Mortgagee of the CFC Stock or any interest therein to a subsequent holder of the

secured obligation(s) to which the CFC Stock relates or pursuant to the terms of any applicable federal law or regulation.

XI

NON-LOUISIANA COLLATERAL

(a) **Rail Cars.** Eight hundred and forty-eight (848) hopper cars bearing the designation CEPX and the following Interstate Commerce Commission Registration numbers, respectively:

0100, 0150, 0175, 0200, 0250, 0225, 0275, 0300, 0325, 0350, 1000, 1002 through 1018, inclusive, 1020, 1022 through 1027, inclusive, 1029 through 1078, inclusive, 1080 through 1102, inclusive, 1104 through 1131, inclusive, 1133 through 1135, inclusive, 1138 through 1191, inclusive, 1193 through 1194, inclusive, 1196 through 1217, inclusive, 1219 through 1242, inclusive, 1245 through 1259, inclusive, 1261 through 1278, inclusive, 1280 through 1288, inclusive, 1290 through 1292, inclusive, 1294 through 1299, inclusive, 1301 through 1305, inclusive, 1307 through 1334, inclusive, 1336 through 1352, inclusive, 1354 through 1386, inclusive, 1388 through 1405, inclusive, 1407 through 1444, inclusive, 1446 through 1465, inclusive, 1467, 1469 through 1483, inclusive, 1485, 1487 through 1606, inclusive, 1608, 1610 through 1627, inclusive, 1629 through 1642, inclusive, 1644 through 1648, inclusive, 1650 through 1685, inclusive, 1687 through 1711, inclusive, 1713 through 1731, inclusive, 1733 through 1739, inclusive, 1741 through 1745, inclusive, 1747 through 1814, inclusive, and 1816 through 1877, inclusive.

(b) **Turbine.** All component parts of an eighteen-stage General Electric G-2 design, tandem-compound, opposed flow high pressure-reheat section, four-flow low pressure, steam turbine-generator with 30 inch last stage buckets. The turbine-generator is guaranteed to produce 563, 135 KW when operating at 3600 RPM with initial steam conditions of 2400 PSIG, 1000°F with reheat to 1000°F while exhausting at 3.5 inches of mercury absolute. The generator is rated at 722,000 KVA at 24,000 volts, 60 HZ, and a power factor of 0.9 with 60 PSIG hydrogen pressure. The turbine-generator serial number is 270T138.

The turbine-generator is presently being stored in a disassembled, preserved condition by the General Electric Company at its facilities in Schenectady, New York, Memphis, Tennessee, and Newport News, Virginia.

(c) **St. Louis Facility.** The lease dated February 16, 1981 between Mortgagor and American Commercial Terminals, Inc. affecting certain real property therein described located in the city of St. Louis, Missouri, and the leasehold estate created by such lease, and all interests in property of whatever description located on or used in connection with the property subject to such lease.

SCHEDULE 1 TO EXHIBIT B

To Supplemental Mortgage
and Security Agreement
by Cajun Electric Power Cooperative, Inc.

(a) Big Cajun I

1. Contract of Sale and Assignment by Cajun Electric Power Cooperative, Inc. to Pointe Coupee Electric Membership Corporation, dated August 29, 1983, recorded at COB 273, Entry 103 of the records of Pointe Coupee Parish, Louisiana.

(b) Big Cajun II

1. Sale by Cajun Electric Power Cooperative, Inc. to the State of Louisiana, Department of Transportation and Development, dated February 26, 1979, recorded at COB 162, Entry 211 of the records of Pointe Coupee Parish, Louisiana.
2. Cash Sale by Cajun Electric Power Cooperative, Inc. to H. Chadwick Helm, dated February 13, 1981, recorded at COB 202, Entry 36 of the records of Pointe Coupee Parish, Louisiana.
3. Cash Sale by Cajun Electric Power Cooperative, Inc. to Thomas A. Plauche and Donna Miletello Plauche, dated March 18, 1981, recorded at COB 204, Entry 69 of the records of Pointe Coupee Parish, Louisiana.
4. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated April 22, 1981, recorded at COB 206, Entry 2 of the records of Pointe Coupee Parish, Louisiana.
5. Cash Sale by Cajun Electric Power Cooperative, Inc. to Michael Burleigh, dated May 15, 1981, recorded at COB 207, Entry 155 of the records of Pointe Coupee Parish, Louisiana.
6. Cash Sale by Cajun Electric Power Cooperative, Inc., to Michael Burleigh, dated September 8, 1981, recorded at COB 217, folio 177, of the records of Pointe Coupee Parish, Louisiana.
7. Cash Sale by Cajun Electric Power Cooperative, Inc. to David Lejeune, dated November 12, 1981, recorded at COB 220, Entry 178 of the records of Pointe Coupee Parish, Louisiana.

8. Cash Sale by Cajun Electric Power Cooperative, Inc. to Theodore J. Plauche, dated March 16, 1982, recorded at COB 225, Entry 104 of the records of Pointe Coupee Parish, Louisiana.
9. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated December 31, 1981, recorded at COB 226, Entry 100 of the records of Pointe Coupee Parish, Louisiana.
10. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated April 30, 1982, recorded at COB 234, Entry 37 of the records of Pointe Coupee Parish, Louisiana.
11. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated June 30, 1982, recorded at COB 236, Entry 161 of the records of Pointe Coupee Parish, Louisiana.
12. Cash Sale by Cajun Electric Power Cooperative, Inc. to Michael Lecompte, dated March 5, 1982, recorded at COB 242, Entry 48 of the records of Pointe Coupee Parish, Louisiana.
13. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated June 10, 1983, recorded at COB 249, Entry 27 of the records of Pointe Coupee Parish, Louisiana.
14. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated July 1, 1981, recorded at COB 212, folio 161, of the records of Pointe Coupee Parish, Louisiana.

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SCHEDULE 2 TO EXHIBIT B

To Supplemental Mortgage
and Security Agreement
by Cajun Electric Power Cooperative, Inc.

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE* LOCATION</u>	<u>BUNDLE ORIENTATION</u>
593	0.711	LY9340	27-56	SW
598	0.711	LY9341	27-02	NW
594	0.711	LY9342	29-56	SE
597	0.711	LY9343	29-02	NE
600	0.711	LY9344	01-30	NE
599	0.711	LY9345	01-28	SE
595	0.711	LY9346	55-30	NW
596	0.711	LY9347	55-28	SW
583	0.711	LY9348	25-56	SE
607	0.711	LY9349	25-02	NE
601	0.711	LY9350	31-56	SW
589	0.711	LY9351	31-02	NW
610	0.711	LY9352	01-32	SE
592	0.711	LY9353	01-26	NE
586	0.711	LY9354	55-32	SW
604	0.711	LY9355	55-26	NW
582	0.711	LY9356	23-56	SW
608	0.711	LY9357	23-02	NW
602	0.711	LY9358	33-56	SE
588	0.711	LY9359	33-02	NE
611	0.711	LY9360	01-34	NE
591	0.711	LY9361	01-24	SE
585	0.711	LY9362	55-34	NW
605	0.711	LY9363	55-24	SW
581	0.711	LY9364	21-56	SE
609	0.711	LY9365	21-02	NE
603	0.711	LY9366	35-56	SW
587	0.711	LY9367	35-02	NW
612	0.711	LY9368	01-36	SE
590	0.711	LY9369	01-22	NE
584	0.711	LY9370	55-36	SW
606	0.711	LY9371	55-22	NW
485	0.711	LY9372	19-54	NW
560	0.711	LY9373	19-04	SW
552	0.711	LY9374	37-54	NE
493	0.711	LY9375	37-04	SE
562	0.711	LY9376	03-38	NW
499	0.711	LY9377	03-20	SW
491	0.711	LY9378	53-38	NE
554	0.711	LY9379	53-20	SE
472	0.711	LY9380	17-54	NE
573	0.711	LY9381	17-04	SE

*May be moved from time to time to other locations on site.

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
565	0.711	LY9382	39-54	NW
480	0.711	LY9383	39-04	SW
579	0.711	LY9384	03-40	SW
482	0.711	LY9385	03-18	NW
474	0.711	LY9386	53-40	SE
571	0.711	LY9387	53-18	NE
469	0.711	LY9388	15-54	NW
576	0.711	LY9389	15-04	SW
568	0.711	LY9390	41-54	NE
478	0.711	LY9391	41-04	SE
578	0.711	LY9392	03-42	NW
484	0.711	LY9393	03-16	SW
476	0.711	LY9394	53-42	NE
570	0.711	LY9395	53-16	SE
624	0.711	LY9396	13-52	SE
619	0.711	LY9397	13-06	NE
613	0.711	LY9398	43-52	SW
618	0.711	LY9399	43-06	NW
622	0.711	LY9400	05-44	SE
621	0.711	LY9401	05-14	NE
615	0.711	LY9402	51-44	SW
616	0.711	LY9403	51-14	NW
326	0.711	LY9404	11-50	NW
464	0.711	LY9405	11-08	SW
456	0.711	LY9406	45-50	NE
334	0.711	LY9407	45-08	SE
466	0.711	LY9408	07-46	NW
340	0.711	LY9409	07-12	SW
332	0.711	LY9410	49-46	NE
458	0.711	LY9411	49-12	SE
623	0.711	LY9412	09-48	SE
620	0.711	LY9413	09-10	NE
614	0.711	LY9414	47-48	SW
617	0.711	LY9415	47-10	NW
2	0.936	LY9416	27-30	NW
9	0.936	LY9417	27-28	SW
10	0.936	LY9418	29-30	NE
8	0.936	LY9419	29-28	SE
35	0.936	LY9420	27-36	SW
89	0.936	LY9421	27-22	NW
34	0.936	LY9422	29-36	SE
91	0.936	LY9423	29-22	NE
33	0.936	LY9424	27-38	NW
92	0.936	LY9425	27-20	SW
36	0.936	LY9426	29-38	NE
90	0.936	LY9427	29-20	SE

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
31	0.936	LY9428	21-30	NE
29	0.936	LY9429	21-28	SE
101	0.936	LY9430	35-30	NW
103	0.936	LY9431	35-28	SW
30	0.936	LY9432	19-30	NW
32	0.936	LY9433	19-28	SW
104	0.936	LY9434	37-30	NE
102	0.936	LY9435	37-28	SE
61	0.936	LY9436	21-36	SE
123	0.936	LY9437	21-22	NE
71	0.936	LY9438	35-36	SW
133	0.936	LY9439	35-22	NW
64	0.936	LY9440	19-36	SW
122	0.936	LY9441	19-22	NW
70	0.936	LY9442	37-36	SE
135	0.936	LY9443	37-22	NE
63	0.936	LY9444	21-38	NE
121	0.936	LY9445	21-20	SE
69	0.936	LY9446	35-38	NW
136	0.936	LY9447	35-20	SW
62	0.936	LY9448	19-38	NW
124	0.936	LY9449	19-20	SW
72	0.936	LY9450	37-38	NE
134	0.936	LY9451	37-20	SE
247	0.936	LY9452	27-44	SW
253	0.936	LY9453	27-14	NW
246	0.936	LY9454	29-44	SE
255	0.936	LY9455	29-14	NE
245	0.936	LY9456	27-46	NW
256	0.936	LY9457	27-12	SW
248	0.936	LY9458	29-46	NE
254	0.936	LY9459	29-12	SE
260	0.936	LY9460	13-30	NE
257	0.936	LY9461	13-28	SE
249	0.936	LY9462	43-30	NW
252	0.936	LY9463	43-28	SW
258	0.936	LY9464	11-30	NW
259	0.936	LY9465	11-28	SW
251	0.936	LY9466	45-30	NE
250	0.936	LY9467	45-28	SE
214	0.936	LY9468	21-44	SE
287	0.936	LY9469	21-14	NE
279	0.936	LY9470	35-44	SW
221	0.936	LY9471	35-14	NW
215	0.936	LY9472	19-44	SW
285	0.936	LY9473	19-14	NW

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
278	0.936	LY9474	37-44	SE
223	0.936	LY9475	37-14	NE
216	0.936	LY9476	21-46	NE
286	0.936	LY9477	21-12	SE
277	0.936	LY9478	35-46	NW
224	0.936	LY9479	35-12	SW
213	0.936	LY9480	19-46	NW
288	0.936	LY9481	19-12	SW
280	0.936	LY9482	37-46	NE
222	0.936	LY9483	37-12	SE
289	0.936	LY9484	13-36	SE
228	0.936	LY9485	13-22	NE
219	0.936	LY9486	43-36	SW
281	0.936	LY9487	43-22	NW
291	0.936	LY9488	11-36	SW
226	0.936	LY9489	11-22	NW
218	0.936	LY9490	45-36	SE
283	0.936	LY9491	45-22	NE
292	0.936	LY9492	13-38	NE
225	0.936	LY9493	13-20	SE
217	0.936	LY9494	43-38	NW
284	0.936	LY9495	43-20	SW
290	0.936	LY9496	11-38	NW
227	0.936	LY9497	11-20	SW
220	0.936	LY9498	45-38	NE
282	0.936	LY9499	45-20	SE
309	0.936	LY9500	13-44	SE
323	0.936	LY9501	13-14	NE
315	0.936	LY9502	43-44	SW
317	0.936	LY9503	43-14	NW
311	0.936	LY9504	11-44	SW
321	0.936	LY9505	11-14	NW
314	0.936	LY9506	45-44	SE
319	0.936	LY9507	45-14	NE
312	0.936	LY9508	13-46	NE
322	0.936	LY9509	13-12	SE
313	0.936	LY9510	43-46	NW
320	0.936	LY9511	43-12	SW
310	0.936	LY9512	11-46	NW
324	0.936	LY9513	11-12	SW
316	0.936	LY9514	45-46	NE
318	0.936	LY9515	45-12	SE
517	0.936	LY9516	27-54	NW
528	0.936	LY9517	27-04	SW
520	0.936	LY9518	29-54	NE
525	0.936	LY9519	29-04	SE

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
530	0.936	LY9520	03-30	NW
531	0.936	LY9521	03-28	SW
523	0.936	LY9522	53-30	NE
522	0.936	LY9523	53-28	SE
4	1.633	LY9524	25-32	SE
43	1.633	LY9525	25-26	NE
23	1.633	LY9526	31-32	SW
53	1.633	LY9527	31-26	NW
16	1.633	LY9528	23-32	SW
42	1.633	LY9529	23-26	NW
21	1.633	LY9530	33-32	SE
55	1.633	LY9531	33-26	NE
15	1.633	LY9532	25-34	NE
41	1.633	LY9533	25-24	SE
22	1.633	LY9534	31-34	NW
56	1.633	LY9535	31-24	SW
14	1.633	LY9536	23-34	NW
44	1.633	LY9537	23-24	SW
24	1.633	LY9538	33-34	NE
54	1.633	LY9539	33-24	SE
81	1.633	LY9540	25-40	SE
175	1.633	LY9541	25-18	NE
115	1.633	LY9542	31-40	SW
157	1.633	LY9543	31-18	NW
83	1.633	LY9544	23-40	SW
173	1.633	LY9545	23-18	NW
114	1.633	LY9546	33-40	SE
159	1.633	LY9547	33-18	NE
84	1.633	LY9548	25-42	NE
174	1.633	LY9549	25-16	SE
113	1.633	LY9550	31-42	NW
160	1.633	LY9551	31-16	SW
82	1.633	LY9552	23-42	NW
176	1.633	LY9553	23-16	SW
116	1.633	LY9554	33-42	NE
158	1.633	LY9555	33-16	SE
109	1.633	LY9556	17-32	SE
79	1.633	LY9557	17-26	NE
164	1.633	LY9558	39-32	SW
177	1.633	LY9559	39-26	NW
111	1.633	LY9560	15-32	SW
78	1.633	LY9561	15-26	NW
162	1.633	LY9562	41-32	SE
179	1.633	LY9563	41-26	NE
112	1.633	LY9564	17-34	NE
77	1.633	LY9565	17-24	SE

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
161	1.633	LY9566	39-34	NW
180	1.633	LY9567	39-24	SW
110	1.633	LY9568	15-34	NW
80	1.633	LY9569	15-24	SW
163	1.633	LY9570	41-34	NE
178	1.633	LY9571	41-24	SE
141	1.633	LY9572	17-40	SE
191	1.633	LY9573	17-18	NE
147	1.633	LY9574	39-40	SW
193	1.633	LY9575	39-18	NW
143	1.633	LY9576	15-40	SW
189	1.633	LY9577	15-18	NW
146	1.633	LY9578	41-40	SE
195	1.633	LY9579	41-18	NE
144	1.633	LY9580	17-42	NE
190	1.633	LY9581	17-16	SE
145	1.633	LY9582	39-42	NW
196	1.633	LY9583	39-16	SW
142	1.633	LY9584	15-42	NW
192	1.633	LY9585	15-16	SW
148	1.633	LY9586	41-42	NE
194	1.633	LY9587	41-16	SE
374	1.633	LY9588	25-48	SE
415	1.633	LY9589	25-10	NE
407	1.633	LY9590	31-48	SW
382	1.633	LY9591	31-10	NW
375	1.633	LY9592	23-48	SW
414	1.633	LY9593	23-10	NW
406	1.633	LY9594	33-48	SE
383	1.633	LY9595	33-10	NE
373	1.633	LY9596	23-50	NW
416	1.633	LY9597	23-08	SW
408	1.633	LY9598	33-50	NE
381	1.633	LY9599	33-08	SE
417	1.633	LY9600	09-32	SE
388	1.633	LY9601	09-26	NE
380	1.633	LY9602	47-32	SW
409	1.633	LY9603	47-26	NW
420	1.633	LY9604	09-34	NE
385	1.633	LY9605	09-24	SE
377	1.633	LY9606	47-34	NW
412	1.633	LY9607	47-24	SW
418	1.633	LY9608	07-34	NW
387	1.633	LY9609	07-24	SW
379	1.633	LY9610	49-34	NE
410	1.633	LY9611	49-24	SE

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
342	1.633	LY9612	17-48	SE
447	1.633	LY9613	17-10	NE
439	1.633	LY9614	39-48	SW
350	1.633	LY9615	39-10	NW
343	1.633	LY9616	15-48	SW
446	1.633	LY9617	15-10	NW
438	1.633	LY9618	41-48	SE
351	1.633	LY9619	41-10	NE
344	1.633	LY9620	17-50	NE
445	1.633	LY9621	17-08	SE
437	1.633	LY9622	39-50	NW
352	1.633	LY9623	39-08	SW
449	1.633	LY9624	09-40	SE
356	1.633	LY9625	09-18	NE
347	1.633	LY9626	47-40	SW
441	1.633	LY9627	47-18	NW
451	1.633	LY9628	07-40	SW
354	1.633	LY9629	07-18	NW
346	1.633	LY9630	49-40	SE
443	1.633	LY9631	49-18	NE
452	1.633	LY9632	09-42	NE
353	1.633	LY9633	09-16	SE
345	1.633	LY9634	47-42	NW
444	1.633	LY9635	47-16	SW
519	1.633	LY9636	27-52	SW
526	1.633	LY9637	27-06	NW
518	1.633	LY9638	29-52	SE
527	1.633	LY9639	29-06	NE
532	1.633	LY9640	05-30	NE
529	1.633	LY9641	05-28	SE
521	1.633	LY9642	51-30	NW
524	1.633	LY9643	51-28	SW
1	2.477	LY9644	27-32	SW
26	2.477	LY9645	27-26	NW
6	2.477	LY9646	29-32	SE
27	2.477	LY9647	29-26	NE
7	2.477	LY9648	27-34	NW
28	2.477	LY9649	27-24	SW
5	2.477	LY9650	29-34	NE
25	2.477	LY9651	29-24	SE
3	2.477	LY9652	25-30	NE
13	2.477	LY9653	25-28	SE
37	2.477	LY9654	31-30	NW
39	2.477	LY9655	31-28	SW
12	2.477	LY9656	23-30	NW
11	2.477	LY9657	23-28	SW

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
40	2.477	LY9658	33-30	NE
38	2.477	LY9659	33-28	SE
18	2.477	LY9660	25-36	SE
107	2.477	LY9661	25-22	NE
51	2.477	LY9662	31-36	SW
73	2.477	LY9663	31-22	NW
19	2.477	LY9664	23-36	SW
106	2.477	LY9665	23-22	NW
50	2.477	LY9666	33-36	SE
75	2.477	LY9667	33-22	NE
20	2.477	LY9668	25-38	NE
105	2.477	LY9669	25-20	SE
49	2.477	LY9670	31-38	NW
76	2.477	LY9671	31-20	SW
17	2.477	LY9672	23-38	NW
108	2.477	LY9673	23-20	SW
52	2.477	LY9674	33-38	NE
74	2.477	LY9675	33-20	SE
45	2.477	LY9676	21-32	SE
59	2.477	LY9677	21-26	NE
87	2.477	LY9678	35-32	SW
117	2.477	LY9679	35-26	NW
47	2.477	LY9680	19-32	SW
58	2.477	LY9681	19-26	NW
86	2.477	LY9682	37-32	SE
119	2.477	LY9683	37-26	NE
48	2.477	LY9684	21-34	NE
57	2.477	LY9685	21-24	SE
85	2.477	LY9686	35-34	NW
120	2.477	LY9687	35-24	SW
46	2.477	LY9688	19-34	NW
60	2.477	LY9689	19-24	SW
88	2.477	LY9690	37-34	NE
118	2.477	LY9691	37-24	SE
99	2.477	LY9692	27-40	SW
165	2.477	LY9693	27-18	NW
98	2.477	LY9694	29-40	SE
167	2.477	LY9695	29-18	NE
97	2.477	LY9696	27-42	NW
168	2.477	LY9697	27-16	SW
100	2.477	LY9698	29-42	NE
166	2.477	LY9699	29-16	SE
95	2.477	LY9700	17-30	NE
93	2.477	LY9701	17-28	SE
169	2.477	LY9702	39-30	NW
172	2.477	LY9703	39-28	SW

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
94	2.477	LY9704	15-30	NW
96	2.477	LY9705	15-28	SW
171	2.477	LY9706	41-30	NE
170	2.477	LY9707	41-28	SE
65	2.477	LY9708	21-40	SE
183	2.477	LY9709	21-18	NE
131	2.477	LY9710	35-40	SW
149	2.477	LY9711	35-18	NW
67	2.477	LY9712	19-40	SW
181	2.477	LY9713	19-18	NW
130	2.477	LY9714	37-40	SE
151	2.477	LY9715	37-18	NE
68	2.477	LY9716	21-42	NE
182	2.477	LY9717	21-16	SE
129	2.477	LY9718	35-42	NW
132	2.477	LY9719	35-16	SW
66	2.477	LY9720	19-42	NW
184	2.477	LY9721	19-16	SW
132	2.477	LY9722	37-42	NE
150	2.477	LY9723	37-16	SE
125	2.477	LY9724	17-36	SE
139	2.477	LY9725	17-22	NE
155	2.477	LY9726	39-36	SW
185	2.477	LY9727	39-22	NW
127	2.477	LY9728	15-36	SW
138	2.477	LY9729	15-22	NW
154	2.477	LY9730	41-36	SE
187	2.477	LY9731	41-22	NE
128	2.477	LY9732	17-38	NE
137	2.477	LY9733	17-20	SE
153	2.477	LY9734	39-38	NW
188	2.477	LY9735	39-20	SW
126	2.477	LY9736	15-38	NW
140	2.477	LY9737	15-20	SW
156	2.477	LY9738	41-38	NE
186	2.477	LY9739	41-20	SE
230	2.477	LY9740	25-44	SE
271	2.477	LY9741	25-14	NE
263	2.477	LY9742	31-44	SW
237	2.477	LY9743	31-14	NW
231	2.477	LY9744	23-44	SW
270	2.477	LY9745	23-14	NW
262	2.477	LY9746	33-44	SE
239	2.477	LY9747	33-14	NE
232	2.477	LY9748	25-46	NE
269	2.477	LY9749	25-12	SE

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
261	2.477	LY9750	31-46	NW
240	2.477	LY9751	31-12	SW
229	2.477	LY9752	23-46	NW
272	2.477	LY9753	23-12	SW
264	2.477	LY9754	33-46	NE
238	2.477	LY9755	33-12	SE
273	2.477	LY9756	13-32	SE
244	2.477	LY9757	13-26	NE
236	2.477	LY9758	43-32	SW
265	2.477	LY9759	43-26	NW
275	2.477	LY9760	11-32	SW
242	2.477	LY9761	11-26	NW
234	2.477	LY9762	45-32	SE
267	2.477	LY9763	45-26	NE
276	2.477	LY9764	13-34	NE
241	2.477	LY9765	13-24	SE
233	2.477	LY9766	43-34	NW
268	2.477	LY9767	43-24	SW
274	2.477	LY9768	11-34	NW
243	2.477	LY9769	11-24	SW
235	2.477	LY9770	45-34	NE
266	2.477	LY9771	45-24	SE
197	2.477	LY9772	17-44	SE
303	2.477	LY9773	17-14	NE
295	2.477	LY9774	39-44	SW
205	2.477	LY9775	39-14	NW
199	2.477	LY9776	15-44	SW
301	2.477	LY9777	15-14	NW
294	2.477	LY9778	41-44	SE
207	2.477	LY9779	41-14	NE
200	2.477	LY9780	17-46	NE
302	2.477	LY9781	17-12	SE
293	2.477	LY9782	39-46	NW
208	2.477	LY9783	39-12	SW
198	2.477	LY9784	15-46	NW
304	2.477	LY9785	15-12	SW
296	2.477	LY9786	41-46	NE
206	2.477	LY9787	41-12	SE
305	2.477	LY9788	13-40	SE
211	2.477	LY9789	13-18	NE
203	2.477	LY9790	43-40	SW
297	2.477	LY9791	43-18	NW
307	2.477	LY9792	11-40	SW
210	2.477	LY9793	11-18	NW
202	2.477	LY9794	45-40	SE
299	2.477	LY9795	45-18	NE

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
308	2.477	LY9796	13-42	NE
209	2.477	LY9797	13-16	SE
201	2.477	LY9798	43-42	NW
300	2.477	LY9799	43-16	SW
306	2.477	LY9800	11-42	NW
212	2.477	LY9801	11-16	SW
204	2.477	LY9802	45-42	NE
298	2.477	LY9803	45-16	SE
391	2.477	LY9804	27-48	SW
398	2.477	LY9805	27-10	NW
390	2.477	LY9806	29-48	SE
399	2.477	LY9807	29-10	NE
389	2.477	LY9808	27-50	NW
400	2.477	LY9809	27-08	SW
392	2.477	LY9810	29-50	NE
397	2.477	LY9811	29-08	SE
404	2.477	LY9812	09-30	NE
401	2.477	LY9813	09-28	SE
393	2.477	LY9814	47-30	NW
396	2.477	LY9815	47-28	SW
402	2.477	LY9816	07-30	NW
403	2.477	LY9817	07-28	SW
395	2.477	LY9818	49-30	NE
394	2.477	LY9819	49-28	SE
376	2.477	LY9820	25-50	NE
413	2.477	LY9821	25-08	SE
405	2.477	LY9822	31-50	NW
384	2.477	LY9823	31-08	SW
419	2.477	LY9824	07-32	SW
386	2.477	LY9825	07-26	NW
378	2.477	LY9826	49-32	SE
411	2.477	LY9827	49-26	NE
358	2.477	LY9828	21-48	SE
431	2.477	LY9829	21-10	NE
423	2.477	LY9830	35-48	SW
366	2.477	LY9831	35-10	NW
359	2.477	LY9832	19-48	SW
430	2.477	LY9833	19-10	NW
422	2.477	LY9834	37-48	SE
367	2.477	LY9835	37-10	NE
360	2.477	LY9836	21-50	NE
429	2.477	LY9837	21-08	SE
421	2.477	LY9838	35-50	NW
368	2.477	LY9839	35-08	SW
357	2.477	LY9840	19-50	NW
432	2.477	LY9841	19-08	SW

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
424	2.477	LY9842	37-50	NE
365	2.477	LY9843	37-08	SE
433	2.477	LY9844	09-36	SE
372	2.477	LY9845	09-22	NE
364	2.477	LY9846	47-36	SW
425	2.477	LY9847	47-22	NW
435	2.477	LY9848	07-36	SW
370	2.477	LY9849	07-22	NW
362	2.477	LY9850	49-36	SE
427	2.477	LY9851	49-22	NE
436	2.477	LY9852	09-38	NE
369	2.477	LY9853	09-20	SE
361	2.477	LY9854	47-38	NW
428	2.477	LY9855	47-20	SW
434	2.477	LY9856	07-38	NW
371	2.477	LY9857	07-20	SW
363	2.477	LY9858	49-38	NE
426	2.477	LY9859	49-20	SE
502	2.477	LY9860	25-52	SE
543	2.477	LY9861	25-06	NE
535	2.477	LY9862	31-52	SW
510	2.477	LY9863	31-06	NW
503	2.477	LY9864	23-52	SW
542	2.477	LY9865	23-06	NW
534	2.477	LY9866	33-52	SE
511	2.477	LY9867	33-06	NE
504	2.477	LY9868	25-54	NE
541	2.477	LY9869	25-04	SE
533	2.477	LY9870	31-54	NW
512	2.477	LY9871	31-04	SW
501	2.477	LY9872	23-54	NW
544	2.477	LY9873	23-04	SW
536	2.477	LY9874	33-54	NE
509	2.477	LY9875	33-04	SE
545	2.477	LY9876	05-32	SE
516	2.477	LY9877	05-26	NE
508	2.477	LY9878	51-32	SW
537	2.477	LY9879	51-26	NW
547	2.477	LY9880	03-32	SW
514	2.477	LY9881	03-26	NW
506	2.477	LY9882	53-32	SE
539	2.477	LY9883	53-26	NE
548	2.477	LY9884	05-34	NE
513	2.477	LY9885	05-24	SE
505	2.477	LY9886	51-34	NW
540	2.477	LY9887	51-24	SW

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
546	2.477	LY9888	03-34	NW
515	2.477	LY9889	03-24	SW
507	2.477	LY9890	53-34	NE
538	2.477	LY9891	53-24	SE
486	2.477	LY9892	21-52	SE
559	2.477	LY9893	21-06	NE
551	2.477	LY9894	35-52	SW
494	2.477	LY9895	35-06	NW
487	2.477	LY9896	19-52	SW
558	2.477	LY9897	19-06	NW
550	2.477	LY9898	37-52	SE
495	2.477	LY9899	37-06	NE
561	2.477	LY9900	05-36	SE
500	2.477	LY9901	05-22	NE
492	2.477	LY9902	51-36	SW
553	2.477	LY9903	51-22	NW
564	2.477	LY9904	05-38	NE
497	2.477	LY9905	05-20	SE
489	2.477	LY9906	51-38	NW
556	2.477	LY9907	51-20	SW
341	2.477	LY9908	15-50	NW
448	2.477	LY9909	15-08	SW
440	2.477	LY9910	41-50	NE
349	2.477	LY9911	41-08	SE
450	2.477	LY9912	07-42	NW
355	2.477	LY9913	07-16	SW
348	2.477	LY9914	49-42	NE
442	2.477	LY9915	49-16	SE
325	2.477	LY9916	13-48	SE
463	2.477	LY9917	13-10	NE
455	2.477	LY9918	43-48	SW
333	2.477	LY9919	43-10	NW
465	2.477	LY9920	09-44	SE
339	2.477	LY9921	09-14	NE
331	2.477	LY9922	47-44	SW
457	2.477	LY9923	47-14	NW
488	2.775	LYA536	21-54	NE
557	2.775	LYA537	21-04	SE
549	2.775	LYA538	35-54	NW
496	2.775	LYA539	35-04	SW
563	2.775	LYA540	03-36	SW
498	2.775	LYA541	03-22	NW
490	2.775	LYA542	53-36	SE
555	2.775	LYA543	53-22	NE
470	2.775	LYA544	17-52	SE
575	2.775	LYA545	17-06	NE

RIVER BEND UNIT 1
INITIAL CORE FUEL BUNDLES

<u>ORDER OF LOADING</u>	<u>ENRICHMENT (W/O U-235)</u>	<u>SERIAL NUMBER</u>	<u>CORE LOCATION</u>	<u>BUNDLE ORIENTATION</u>
567	2.775	LYA546	39-52	SW
477	2.775	LYA547	39-06	NW
471	2.775	LYA548	15-52	SW
574	2.775	LYA549	15-06	NW
566	2.775	LYA550	41-52	SE
479	2.775	LYA551	41-06	NE
577	2.775	LYA552	05-40	SE
483	2.775	LYA553	05-18	NE
475	2.775	LYA554	51-40	SW
569	2.775	LYA555	51-18	NW
580	2.775	LYA556	05-42	NE
481	2.775	LYA557	05-16	SE
473	2.775	LYA558	51-42	NW
572	2.775	LYA559	51-16	SW
327	2.775	LYA560	11-48	SW
462	2.775	LYA561	11-10	NW
454	2.775	LYA562	45-48	SE
335	2.775	LYA563	45-10	NE
328	2.775	LYA564	13-50	NE
461	2.775	LYA565	13-08	SE
453	2.775	LYA566	43-50	NW
336	2.775	LYA567	43-08	SW
467	2.775	LYA568	07-44	SW
338	2.775	LYA569	07-14	NW
330	2.775	LYA570	49-44	SE
459	2.775	LYA571	49-14	NE
468	2.775	LYA572	09-46	NE
337	2.775	LYA573	09-12	SE
329	2.775	LYA574	47-46	NW
460	2.775	LYA575	47-12	SW

SCHEDULE 2 TO EXHIBIT B
(Cont'd)

RIVER BEND UNIT 1,
FUEL RELOAD

AVE. ENRICHMENT
(W/O U-235)

SERIAL NUMBER

2.99	LYH717
2.99	LYH718
2.99	LYH719
2.99	LYH720
2.99	LYH721
2.99	LYH722
2.99	LYH723
2.99	LYH724
2.99	LYH725
2.99	LYH726
2.99	LYH727
2.99	LYH728
2.99	LYH729
2.99	LYH730
2.99	LYH731
2.99	LYH732
2.99	LYH733
2.99	LYH734
2.99	LYH735
2.99	LYH736
2.99	LYH737
2.99	LYH738
2.99	LYH739
2.99	LYH740
2.99	LYH741
2.99	LYH742
2.99	LYH743
2.99	LYH744
2.99	LYH745
2.99	LYH746
2.99	LYH747
2.99	LYH748
2.99	LYH749
2.99	LYH750
2.99	LYH751
2.99	LYH752
2.99	LYH753
2.99	LYH754
2.99	LYH755
2.99	LYH756

SCHEDULE 2 TO EXHIBIT B
(Cont'd)

RIVER BEND UNIT 1,
FUEL RELOAD

2.99	LYH757
2.99	LYH758
2.99	LYH759
2.99	LYH760
2.99	LYH761
2.99	LYH762
2.99	LYH763
2.99	LYH764
2.99	LYH765
2.99	LYH766
2.99	LYH767
2.99	LYH768
2.99	LYH769
2.99	LYH770
2.99	LYH771
2.99	LYH772
2.99	LYH773
2.99	LYH774
2.99	LYH775
2.99	LYH776
2.99	LYH777
2.99	LYH778
2.99	LYH779
2.99	LYH780
2.99	LYH781
2.99	LYH782
2.99	LYH783
2.99	LYH784
2.99	LYH785
2.99	LYH786
2.99	LYH787
2.99	LYH788
2.99	LYH789
2.99	LYH790
2.99	LYH791
2.99	LYH792
2.99	LYH793
2.99	LYH794
2.99	LYH795
2.99	LYH796
2.99	LYH797
2.99	LYH798
2.99	LYH799
2.99	LYH800
2.99	LYH801

SCHEDULE 2 TO EXHIBIT B
(Cont'd)

RIVER BEND UNIT 1,
FUEL RELOAD

2.99	LYH802
2.99	LYH803
2.99	LYH804
2.99	LYH805
2.99	LYH806
2.99	LYH807
2.99	LYH808
2.99	LYH809
2.99	LYH810
2.99	LYH811
2.99	LYH812
2.99	LYH813
2.99	LYH814
2.99	LYH815
2.99	LYH816
2.99	LYH817
2.99	LYH818
2.99	LYH819
2.99	LYH820
2.99	LYH821
2.99	LYH822
2.99	LYH823
2.99	LYH824
2.99	LYH825
2.99	LYH826
2.99	LYH827
2.99	LYH828
3.05	LYH829
3.05	LYH830
3.05	LYH831
3.05	LYH832
3.05	LYH833
3.05	LYH834
3.05	LYH835
3.05	LYH836
3.05	LYH837
3.05	LYH838
3.05	LYH839
3.05	LYH840
3.05	LYH841
3.05	LYH842
3.05	LYH843
3.05	LYH844
3.05	LYH845
3.05	LYH846

SCHEDULE 2 TO EXHIBIT B
(Cont'd)

RIVER BEND UNIT 1,
FUEL RELOAD

3.05	LYH847
3.05	LYH848
3.05	LYH849
3.05	LYH850
3.05	LYH851
3.05	LYH852
3.05	LYH853
3.05	LYH854
3.05	LYH855
3.05	LYH856
3.05	LYH857
3.05	LYH858
3.05	LYH859
3.05	LYH860
3.05	LYH861
3.05	LYH862
3.05	LYH863
3.05	LYH864
3.05	LYH865
3.05	LYH866
3.05	LYH867
3.05	LYH868
3.05	LYH869
3.05	LYH870
3.05	LYH871
3.05	LYH872
3.05	LYH873
3.05	LYH874
3.05	LYH875
3.05	LYH876
3.05	LYH877
3.05	LYH878
3.05	LYH879
3.05	LYH880

SCHEDULE 3 TO EXHIBIT B

To Supplemental Mortgage
and Security Agreement
by Cajun Electric Power Cooperative, Inc.

Contracts

I. MEMBER CONTRACTS

- 1.1 Wholesale Power Contract dated July 20, 1976,
between the Mortgagor and Bossier Rural Electric
Membership Corporation.
- 1.2 Wholesale Power Contract dated September 7, 1976,
between the Mortgagor and South Louisiana
Electric Cooperative Association.
- 1.3 Wholesale Power Contract dated September 9, 1976,
between the Mortgagor and Washington-St. Tammany
Electric Cooperative, Inc.
- 1.4 Wholesale Power Contract dated September 15,
1976, between the Mortgagor and Valley Electric
Membership Corporation.
- 1.5 Wholesale Power Contract dated September 16,
1976, between the Mortgagor and Pointe Coupee
Electric Membership Corporation.
- 1.6 Wholesale Power Contract dated September 20,
1976, between the Mortgagor and Dixie Electric
Membership Corporation.
- 1.7 Wholesale Power Contract dated September 21,
1976, between the Mortgagor and Claiborne
Electric Cooperative, Inc.
- 1.8 Wholesale Power Contract dated September 22,
1976, between the Mortgagor and Jefferson Davis
Electric Cooperative, Inc.
- 1.9 Wholesale Power Contract dated October 21, 1976,
between the Mortgagor and Teche Electric
Cooperative, Inc.

- 1.10 Wholesale Power Contract dated November 2, 1976, between the Mortgagor and Beauregard Electric Cooperative, Inc.
- 1.11 Wholesale Power Contract dated November 16, 1976, between the Mortgagor and Northeast Louisiana Power Cooperative, Inc.
- 1.12 Wholesale Power Contract dated November 17, 1976, between the Mortgagor and Concordia Electric Cooperative, Inc.
- 1.13 Wholesale Power Contract dated December 1, 1976, between the Mortgagor and Southwest Louisiana Electric Membership Corporation.
- 1.14 Wholesale Power Contract between the Mortgagor and Central Louisiana Electric Cooperative, Inc. dated May 25, 1970.

II. TRANSPORTATION CONTRACTS

- 2.1 Coal Transportation Agreement dated October 28, 1983 between Burlington Northern Railroad Company and the Mortgagor as assembled by First Amendment to the Coal Transportation Agreement dated December 28, 1984, between Burlington and the Mortgagor and Second Amendment to the Coal Transportation Agreement dated July 8, 1986, between Burlington and the Mortgagor.
- 2.2 Revised and Restated Agreement dated September 27, 1984, effective January 1, 1984, between American Commercial Terminals, Inc. and the Mortgagor, as amended to date.

III. COAL PURCHASE CONTRACTS

- 3.1 Superseding Coal Purchase Contract dated September-22, 1980, between Western Fuels Association and the Mortgagor.
- 3.2 Guaranty Agreement dated July 25, 1985 among Mortgagor, Triton Coal Company and Western Fuels Association, Inc. relating to a Contract for Sale and Purchase of Coal dated September 29, 1978, as amended and restated effective July 25, 1985, between Triton Coal Company and Western Fuels Association, Inc.

IV. POWER INTERCONNECTION AGREEMENTS

- 4.1 Power Interconnection Agreement dated April 27, 1976, between the Mortgagor and Central Louisiana Electric Company.
- 4.2 Power Interconnection Agreement dated May 25, 1976, between the Mortgagor and Louisiana Power and Light Company.
- 4.3 Power Interconnection Agreement dated June 26, 1978, between the Mortgagor and Gulf States Utilities Company ("GSU") for the Mortgagor's Electric Generating Plants (Big Cajun #1 and Big Cajun #2), as amended by Amendment No. 1 dated October 5, 1979, between the Mortgagor and GSU and Amendment No. 2 dated December 17, 1980, between the Mortgagor and GSU.

V. JOINT OPERATING AGREEMENTS

- 5.1 Joint Ownership Participation and Operating Agreement between the Mortgagor and Gulf States Utilities Company dated November 14, 1980, as amended.
- 5.2 Joint Ownership Participation and Operating Agreement River Bend Unit 1 Nuclear Plant between the Mortgagor and Gulf States Utilities Company dated August 28, 1979, as amended by Amendment No. 1 dated November 3, 1980, Amendment No. 2 dated December 15, 1980 and a letter agreement dated September 2, 1986.

VI. FINANCING AGREEMENTS

- 6.1 Supplemental Lease Agreement dated December 1, 1984 between the Mortgagor and the Parish of Pointe Coupee.
- 6.2 Supplemental Sublease Agreement dated December 1, 1984 between Parish of Pointe Coupee and the Mortgagor.
- 6.3 Letter of Credit and Reimbursement Agreement dated December 1, 1984 between the Mortgagor and Citibank, N.A.
- 6.4 Lease Agreement dated December 1, 1984 between Mortgagor and the Parish of West Feliciana.

- 6.5 Sublease Agreement dated December 1, 1984 between Mortgagor and the Parish of West Feliciana.
- 6.6 Lease Agreement dated November 1, 1984 between Mortgagor and the Parish of West Feliciana.
- 6.7 Letter of Credit and Reimbursement Agreement dated November 1, 1984 between the Mortgagor and Citibank, N.A.
- 6.8 Sublease Agreement dated November 1, 1984 between the Parish of West Feliciana and the Mortgagor.
- 6.9 Guaranty Agreement dated November 1, 1984 between the Mortgagor and Texas Commerce Bank National Association.
- 6.10 Letter of Credit and Reimbursement Agreement dated May 1, 1984 between the Mortgagor and Citibank, amended in Letter dated November 1, 1984 between Citibank and the Mortgagor.
- 6.11 Lease Agreement dated May 1, 1984 between the Mortgagor and Parish of Pointe Coupee.
- 6.12 Sublease Agreement dated May 1, 1984 between the Parish of Pointe Coupee and the Mortgagor.
- 6.13 Guarantee Agreement dated May 1, 1984 between the Mortgagor and Continental Illinois National Bank and Trust Company of Chicago.
- 6.14 First Supplemental Sublease dated as of November 1, 1984 between Mortgagor and the Parish of Pointe Coupee.
- 6.15 Guarantee Agreement dated December 1, 1984 between the Mortgagor and Texas Commerce Bank National Association.
- 6.16 Guarantee Agreement dated December 1, 1984 between the Mortgagor and Texas Commerce Bank National Association.
- 6.17 Safe Harbor Lease dated June 30, 1983 between the Mortgagor and Clorox.
- 6.18 Safe Harbor Lease dated July 7, 1983 between the Mortgagor and Kodak.

- 8.7 Contract for Axial Draft Equipment dated (none) between the Mortgagor and T. L. Babcock.
- 8.8 Contract for Steel Circulating Water Pipe dated June 28, 1982, between the Mortgagor and Price Brothers Company.
- 8.9 Contract for Steam Surface Condensers and Accessories dated June 29, 1976, between the Mortgagor and Southwestern Engineering Company.

IX. CONSTRUCTION CONTRACTS

- 9.1 Construction contract for Steam Generators Nos. 1 and 2 dated September 23, 1975, between the Mortgagor and Riley Stoker Corporation.
- 9.2 Construction Contract for Additional Coal Handling Facilities Phase II dated November 28, 1983, between the Mortgagor and Continental Conveyor & Equipment Company, Inc.
- 9.3 Construction Contract for Steam Generator dated August 29, 1979, between the Mortgagor and Combustion Engineering, Inc.

X. MISCELLANEOUS

- 10.1 Operating Agreement dated July 27, 1981, between the Mortgagor and Southwest Louisiana Electric Membership Corporation.
- 10.2 Supplemental Maintenance Contract dated September 1, 1984, between the Mortgagor and International Maintenance Corporation.
- 10.3 Coal Handling Contract dated September 27, 1984, between the Mortgagor and American Commercial Terminals, Inc.
- 10.4 Gas Sales and Purchase Contract dated January 29, 1987, between the Mortgagor and Bridgeline Gas Distribution Company.

- 6.19 Letter of Credit and Reimbursement Agreement dated June 30, 1983 between Mortgagor and the Bank.
- 6.20 Letter of Credit and Reimbursement Agreement dated July 7, 1983 between Mortgagor and the Bank.
- 6.21 Amended Letter of Credit and Reimbursement Agreement dated January 31, 1984 between the Mortgagor and the Bank.

VII. POWER SALES AGREEMENTS

- 7.1 Power Sales Agreement dated December 23, 1983, between the Mortgagor and the United States of America, as amended by instrument dated July 11, 1985.
- 7.2 Power Sales Agreement dated September 1, 1982, between the Mortgagor and Southwestern Electric Power Company.

VIII. EQUIPMENT CONTRACTS

- 8.1 Contract for Condensate Pumps dated March 26, 1979, between the Mortgagor and Byron Jackson Pump Division, Borg-Warner Corporation.
- 8.2 Contract for Condenser dated September 22, 1980, between the Mortgagor and Southwest Engineering Company.
- 8.3 Contract for Emergency Diesel Generator dated October 25, 1982, between the Mortgagor and W. A. Kraft Corporation.
- 8.4 Contract for Air Compressors dated October 26, 1981, between the Mortgagor and Ingersoll-Rand Company.
- 8.5 Contract for Steam Turbine Generator dated September 17, 1979, between the Mortgagor and General Electric Company.
- 8.6 Contract for Condensate Polisher dated November 3, 1980, between the Mortgagor and L*A Water Treatment Corporation.